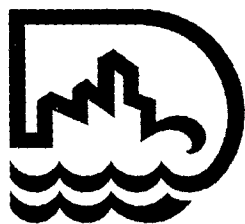


Davenport

Davenport Assn. of Prof. FF

7/1/2004 6/30/2007



City of  
Davenport



**Agreement Between**

**City of Davenport, Iowa**

**and**

**Davenport Association of  
Professional Firefighters,  
Local #17 of International  
Association of Firefighters  
AFL-CIO, CLC**

**July 1<sup>st</sup>, 2004 through  
June 30, 2007**

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## **AGREEMENT**

THIS AGREEMENT, entered into this first day of July 2004, between the City of Davenport, Iowa (hereinafter referred to as "City") and the Davenport Association of Professional Firefighters, Local #17 of the International Association of Firefighters, AFL-CIO, CLC (hereinafter referred to as the "Union").

### **WITNESSETH:**

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment and other conditions of employment; to achieve and maintain harmonious relations between the City and the Union; to increase the efficiency and productivity of employees in the Fire Department and to provide for the prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Fire Department;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

## **ARTICLE I**

### **Recognition and Representation**

#### **Section 1.1. Recognition and Appropriate Bargaining Unit.**

The City recognizes the Union as the sole and exclusive bargaining agent for the appropriate bargaining unit consisting of all full time Fire Department personnel, including firefighters, engineers (chauffeurs), lieutenants, captains, but excluding the Fire Chief, Assistant Chiefs, District Chiefs, other persons excluded by Section 4 of the Iowa Public Employment Relations Act, and all other employees of the City of Davenport, for the purpose of negotiating in accordance with the Public Employment Relations Act and the provisions of this Agreement, a written agreement covering rates of pay, hours of work and conditions of employment.

#### **Section 1.2. Nondiscrimination.**

(a) There shall be no discrimination, restraint or coercion by the City or the Union for or against any employee because of membership or non-membership in the Union.

(b) In accordance with applicable Federal and State law, neither the City nor the Union shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, sex, or political affiliation. To the extent not prohibited by state laws concerning pension, disability and/or civil service and with the understanding that this bargaining unit includes emergency service personnel required to meet certain physical standards, neither the City nor the Union shall discriminate against qualified individuals with disabilities nor on the basis of age.

### Section 1.3. Union Membership.

All bargaining unit employees, as defined in Section 1.1 shall be eligible to join the Union at the commencement of their employment or at any time during their probationary period or any time thereafter. The City shall notify the Union in writing of any newly hired employees eligible to become members within seven (7) days of the hire date. The City and Union agree not to interfere with the right of employees to choose or not to choose membership in the Union.

## **ARTICLE II**

### Payroll Deductions

#### Section 2.1. Dues Checkoff.

Upon receipt of a signed authorization from an employee in the form set forth in Appendix "B" of this Agreement, the City agrees for the duration of this Agreement to deduct from such employee's pay monthly Union dues, and such allotments as may be made from time to time. The Union will notify the City in writing of the amount of the Union dues and allotments to be deducted. The Union agrees to give the City thirty (30) days notice of any change in the amount of Union dues and of any allotment over and above the monthly dues. Deductions shall be made on the second City payday of each month and shall be promptly remitted, together with an itemized statement to the Secretary-Treasurer of the Union.

#### Section 2.2. Other Payroll Deductions.

The City agrees to continue payroll deductions for insurance premiums, savings bonds, credit union, charitable contributions, firemen's club and deferred compensation in accordance with present practice, and shall not discontinue such deductions for bargaining personnel. Other payroll deductions not specified herein may be made as mutually agreed to by the parties or as required by law. Remittance shall be made within the same time period as specified in Section 2.1 above. Credit Union deductions shall be transferred to the Credit Union as soon as is reasonably possible. The current procedures for direct deposit shall remain in effect for the duration of this agreement.

#### Section 2.3. Indemnification.

The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Article, provided the City does in fact comply with the terms of this Article.

## **ARTICLE III**

### Management Rights and Responsibilities

#### Section 3.1. Management Rights and Responsibilities.

The City shall retain the sole right and authority to operate and direct the affairs of the Fire

Department in all its various aspects, including, but not limited to, all rights enumerated by Section 7 of the Public Employment Relations Act and all rights and authority exercised by the City prior to the execution of this Agreement. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct and control all operations and services of the Fire Department; to schedule and assign work, to assign overtime; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the specific written provision of this Agreement. In the event of a conflict between the provisions of this Article and the specific written provisions of this Agreement, the latter shall prevail.

Section 3.2. Labor Management Meetings.

Representatives of the Union and the Employer shall meet monthly at a mutually agreeable time. The purpose of the monthly meeting is to discuss matters of mutual interest, resolve potential conflicts, and propose changes which would generate cost savings and increase services without adversely affecting the safety of the employee. Neither this contract nor the prevailing rights of the parties shall be modified without the written agreement of the parties. Agenda items shall be exchanged at least one week in advance of the meeting. Labor Management concerns, responses, and decisions shall be posted at each station.

**ARTICLE IV**

No Strike, No Lockout

Section 4.1. No Strike - No Lockout.

The City and Union shall abide by applicable State law with respect to strikes and lockouts.

Section 4.2. No Lockout.

The City will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union.

**ARTICLE V**

Grievance Procedure

Section 5.1. Definition.

A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement or by the Union against the City involving the meaning, interpretation or application of the express provisions of this Agreement.

Section 5.2. Procedure.

The parties agree that attempts will be made to resolve grievances without recourse to the formal grievance procedure. To this end, employees who believe that they have a grievance should talk directly

with the appropriate District Chief prior to utilizing the grievance procedure. Once a grievance has been filed, however, the parties agree to act in good faith to attempt to resolve the grievance promptly and expeditiously, and in accordance with the following procedure:

Step 1:

Any employee covered by this Agreement who has a grievance shall submit it in writing to the appropriate District Chief within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee knows, or through the use of reasonable diligence, should have known, of the event giving rise to the grievance. The grievance shall be specific as to the Contract section alleged to have been violated. The District Chief shall give a written answer, including the reasons therefore, within five (5) business days after the submission of the grievance.

Step 2:

If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred to in writing to the Fire Chief within five (5) business days after the District Chief's answer in Step 1 and shall be signed by both the employee and the Union representative. The grievance shall be specific as to the sections of the Contract that are alleged to have been violated. The Fire Chief, or designated representative, shall discuss the grievance within five (5) business days with the Union representative and the grievant at a time mutually agreeable to the parties. If no settlement is reached, the Fire Chief, or designated representative, shall give the City's written answer, including the reasons therefore, to the Union within five (5) business days following their meeting.

Step 3:

If the grievance is not satisfactorily resolved in Step 2, the Union may in ten (10) business days thereafter present the grievance in writing to the Director of Human Resources. The Director shall conduct a meeting within ten (10) days after receipt of the written grievance. Participants at such meeting shall include the grievant, Union representative(s) and the Director of Human Resources. At such meeting either party may arrange to have present any other person as it believes reasonably and sensibly would contribute to consideration of the particular grievance by the Director. The Director shall provide a written response, including the reasons therefore, to the Union within ten (10) business days thereafter.

If the grievance is not settled at Step 3, within seven (7) business days of receipt of the answer of the City Director of Human Resources, the grieving employee and the Union must elect to proceed to arbitration or the Civil Service Commission. As a precondition for processing any grievance to arbitration, the grieving employee must execute a Statement of Waiver and Election, Appendix "F".

Section 5.3. Arbitration.

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) business days after receipt of the City's answer in Step 3. The parties by mutual agreement in writing may submit more than one (1) grievance to the same arbitrator. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the

parties shall immediately jointly request the Iowa Public Employment Relations Board to submit a panel of five (5) arbitrators. Either party may reject one entire panel of arbitrators. From an acceptable panel, the arbitrator shall be selected by the alternate striking of names. The party, which shall strike the first name, shall be chosen by lot and after four (4) names are stricken by this procedure, the remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the City and the Union requesting that he/she set a date and time for the hearing subject to the availability of the City and Union representatives. All arbitration hearings shall be held in Davenport, Iowa.

#### Section 5.4. Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement. He shall only consider and make a finding with respect to the specific issue submitted in writing by the City and the Union, and shall have no authority to make a finding on any other issue not so submitted to him. The arbitrator shall be without power to make a finding contrary to or inconsistent with or modifying or varying in any way the application of the laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his finding within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. Briefs must be postmarked to the arbitrator within twenty (20) days of receipt of the full transcript by all parties requesting a transcript (same due date for all parties), unless the parties agree to an extension thereof. His finding shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator rendered in accordance with this Agreement shall be binding on all parties to this Agreement and any employee(s) involved in the dispute.

#### Section 5.5. Expenses of Arbitration.

The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. The fee of the arbitrator shall not exceed that fee that is established by the Public Employee Relations Board.

#### Section 5.6. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the event giving rise to the grievance, or within ten (10) business days after the employee knows, or through the use of reasonable diligence should have known of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer the grievance or an appeal thereof within the specified time limits, the relief requested by the Union shall be granted. The time limit in each step may be extended by mutual written agreement of the City and Union representatives involved in each step. The term "business days" as used in this Article shall mean days Monday through

Friday, inclusive, and excludes Saturdays, Sundays and holidays on which City Hall is closed; the first day of the occurrence shall not be included, and the last day shall be included for the purpose of calculating this time period.

By mutual agreement, in writing, the parties may by-pass Steps 1 and/or 2 of the procedure outlined in Section 5.2 and proceed immediately to Step 2 or 3.

Section 5.7. Union Representation.

At the discretion of the employee involved, said employee shall be entitled to Union Representation of his choice at all steps of the grievance procedure. Additionally, if an employee is being interviewed and such interview may result in future disciplinary action, the employee shall be entitled to Union Representation of his choice. Requests for representatives shall be reasonable with consideration given to employees on duty. Employees when on duty shall receive their regular pay by reason of their participation in the grievance or disciplinary procedures. To the extent possible, grievance meetings and disciplinary investigations shall be held on the duty days of the employee involved.

Section 5.8. Investigation-Grievances/Arbitration.

To the extent possible and with prior notice to the District Chief, reasonable time shall be granted to investigate grievances and to attend grievance meetings and arbitration hearings during the duty day. Every effort shall be made to release such employees from duty at times suitable to the specific purpose of the release. Accordingly, employees and their appropriate Union representative(s) shall be released from duty without loss of pay for such purposes, and for the purpose of attending arbitration hearings when necessary and only upon notifying and receiving permission from the District Chief, which permission shall not unreasonably be withheld. Notification to the District Chief under this Section shall be in sufficient time to permit adjustment of work schedules.

Section 5.9. Grievance by Union.

Nothing in this procedure shall prevent the Union from utilizing the Grievance Procedure or intervening in a pending grievance for an item(s) that is of general nature and considered to affect the total membership. It is understood that this Section is for expansive grievances and not to be used for individual grievances that would normally be filed by a single bargaining unit member, and further that neither the Union nor the City, in utilizing this Section, shall cause undue pressure on an individual member to cause or prevent the filing of a Union grievance.

Section 5.10. Civil Service Commission.

Disciplinary suspensions, discharge or demotion shall be subject to the exclusive jurisdiction of the Civil Service Commission, and shall not be subject to the grievance and arbitration provisions of this Agreement. The parties acknowledge that the exclusion of such matters from the grievance and arbitration provision is based upon the current state of the law; if such exclusive jurisdiction is rescinded or modified by legislative action or court decision, disciplinary suspensions of less than five (5) days and demotions may be grieved in accordance with the terms of this Agreement. An employee may, however, elect to submit such a suspension or termination to the Director of Human Resources at Step 3 of the Grievance Procedure for

review as provided at that step. Other disciplinary actions may be grieved in accordance with the grievance and arbitration provisions of this Agreement. Grievances involving disciplinary suspension of five (5) days or less may be filed at Step 3.

Employees who are on duty shall be allowed to attend Civil Service Commission hearings and/or meetings at which their presence is required without loss of pay.

## **ARTICLE VI**

### **Rules and Regulations**

#### **Section 6.1. Rules and Regulations.**

The City shall provide a complete copy of the rules and regulations and administrative policies in each station. The City shall provide the Secretary Treasurer of the Union a copy of said policies. The City shall maintain and update the copies in each station and provide a copy of each update to the Secretary Treasurer. As soon as is reasonably possible the City shall provide a rule book to each employee.

#### **Section 6.2. Right to Grieve.**

Any dispute with respect to management rights enumerated by Section 7 of the Public Employment Relations Act shall not be subject to arbitration but any grievance with respect to any other provision of Section 3.1 above, may be subject to grievance procedures as provided in Article IV; provided, however, that nothing contained herein shall supplant the lawful authority of the Davenport Civil Service Commission. Nothing in this Article shall be deemed to deny the right of any employee to submit a grievance claiming or charging violation of any other provision of this Agreement.

The City agrees that the reasonableness of its rules, regulations, orders and/or any allegation of arbitrary, capricious, or discriminatory application of such rules, regulations, orders and notices, shall be subject to the grievance procedure. In considering the reasonableness of rules, regulations and orders (including the verbal orders of management or supervisory personnel), the following factors shall be among those considered: The need for or desirability of the rule, regulation or order, and in the event of a conflict with clearly established and consistent past practice, whether or not such rule, regulation or order is nonetheless determined to be justified under the circumstances.

The City shall submit changes in rules, regulations and orders to the Association no less than seven (7) days prior to the effective date of such rule or regulation. If an emergency(s) would necessitate an immediate issuance of a rule, regulation or order, the Association shall be notified as soon as reasonably possible.

#### **Section 6.3. Prevailing Rights.**

All present understandings, supplements, privileges or conditions of employment, and clearly established and consistent past practice, which grant the employees benefits or protections not provided by the Agreement, or which are not in conflict with this Agreement, or in conflict with sound operating policy or procedures, shall remain in effect unless changed by mutual agreement. It is understood that this shall not

be in conflict with Article III, Management Rights, and further that it is recognized that from time to time changes in operating policy are necessitated by outside influences.

Section 6.4. Standard Operating Procedures & Notices.

Standard Operating Procedures and Notices shall be signed, dated and maintained in a binder at each station. Employees shall familiarize themselves with the standard operating procedures and notices and shall be responsible for complying with same. Temporary notices shall be signed and dated and will be in effect only for the period of time specified.

**ARTICLE VII**

Seniority

Section 7.1. Definition.

The seniority of employees covered by this Agreement is set forth under the provisions of Section 400.12 of the Iowa Code.

Section 7.2. Probationary Period.

Each employee shall be considered a probationary employee for the first year of continuous service, after which seniority shall date back to the date of hire with the Fire Department. There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise terminated without recourse at the sole discretion of the City, in compliance with the applicable Civil Service Rules which may be in effect from time to time, and the terms of this Agreement.

Section 7.3. Layoffs and Recalls.

In the event that the City determines that a reduction in force is necessary, employees with the least seniority in the affected classification shall be laid off first; accordingly, layoffs and recalls shall be in accordance with Chapter 400 of the Iowa Code unless specifically modified herein.

Section 7.4. Determination-Seniority/Same Day Hires.

In determining an employee's seniority, the applicable state law shall govern, provided, however, that if more than one (1) person is hired on the same day, persons shall receive seniority preference based upon their order of hire which shall be determined by their relative scores on the Civil Service entrance examination, the higher the score indicating the greater seniority.

Section 7.5. Termination of Seniority.

Seniority shall be terminated when an employee:

- (a) Quits; or
- (b) Is discharged; or
- (c) Retires or is retired; or
- (d) Is absent for two (2) consecutive regularly scheduled duty days without notifying the City and without adequate cause; or
- (e) Is laid off and fails to report for work within 21 calendar days after having been recalled by

- registered mail, return receipt requested; or
- (f) Does not report for work at the scheduled time on the first scheduled work day or duty day after the termination of an authorized leave of absence without notifying the City and without adequate cause.

## **ARTICLE VIII**

### **Hours of Work**

#### **Section 8.1. Shift Employees.**

It is understood that the bargaining unit consists of shift employees whose normal duty week, on an average within a cycle, shall not exceed fifty-three (53) hours within the meaning of the Fair Labor Standards Act. The annual salary reported herein shall be paid as compensation for this fifty-three (53) hour work week.

#### **Section 8.2. Normal Workday and Workweek.**

The normal duty day for shift employees in the Fire Department consist of twenty-four (24) hours. Each scheduled duty day shall be immediately followed by forty- eight (48) hours off duty. There shall be no regularly schedule shifts of less than twenty-four (24) hours. This schedule results in an average workweek of fifty-six (56) hours.

All regular hours worked in this rotation in excess of one hundred fifty-nine (159) hours in a twenty-one (21) day work cycle shall be credited as compensatory time. Compensatory time shall be recorded and reported on the pay stubs. Compensatory time shall only be paid out pursuant to Section 9.6.

Shift employees accrue annual Kelly Day leave bi-weekly at a rate equivalent to 1/26 of their annual accrual allowance, except that annual Kelly Day leave shall not accrue if the employee is off in a non-pay status. Each bargaining unit employee shall be granted eleven (11) Kelly Days (264 hours) per year which shall be scheduled in accordance with Article IX. The banking or carry over of these Kelly Days from one vacation year (April 1 through March 31 to the next year will not be permitted).

Upon the use of a Kelly Day, twenty-four (24) hours will be deducted from the Kelly Day accrual. The use of a Kelly Day shall also reduce accrued compensatory time by up to twenty-four (24) hours, but accrued compensatory time shall never fall below zero hours.

Kelly Days shall be used to the greatest extent possible as compensatory time in lieu of overtime which might accrue by reason of the work schedule agreed upon hereto.

The current procedure being utilized in the Fire Department covering the duty day, workdays, lunch breaks, etc., shall remain in effect for the term of this Agreement. Holiday routine shall be maintained on Saturday afternoons, Sundays and holidays.

An employee whose normal workday extends from one (1) calendar day into another (for example, from Saturday into Sunday or from the day before a holiday into a holiday) shall be considered as working all hours on the calendar day on which he/she started to work.

### Section 8.3. Overtime and Call-Back Pay.

In the case of time actually worked in excess of the normal duty day, employees shall be paid overtime at the rate of one and one-half (1 1/2) times their hourly rate as computed by dividing the employee's annual salary, as defined by the Fair Labor Standards Act, by two thousand eighty (2,080) hours. In the case of call-back due to fires, emergencies or other departmental requirements, employees shall be guaranteed a minimum of three (3) hours work, or pay in lieu of work, at the above specified rate of pay.

Overtime shall be distributed among all Union employees in an equitable manner on the principle that, within the limitations provided herein, the last person to work or refuse overtime would be the last person to whom that overtime would be offered. The offering of overtime and call back of employees shall not be limited by rank or pay grade. The City shall establish an overtime roster of all personnel for each shift, which shall be based upon contact dates and up dated with each use by noting the date and time of each contact and attempted contact and the hours worked. Such updated rosters, including the notations, shall be posted at each station monthly. Employees shall be offered overtime and call-back based upon their position on the overtime roster unless all company officers assigned to work are, in fact, working, whereupon company officers on the overtime roster shall be passed; company officers passed for this reason shall not lose their place on the roster for the next overtime or call-back situation. To the extent possible overtime and call-back should be scheduled as soon as the need for same is known or should have been known in order that employees can be contacted while at work. In the event that multiple overtime events should occur, the overtime choices will be offered to the person positioned at the top of the list. That employee will have the choice to accept or refuse, with the remaining overtime choices to be offered to the next person down the list until all of the events are resolved. Once overtime of twelve hours or more has been accepted, an employee will not be able to change his/her choice. An employee who accepts twelve (12) hours or more of overtime shall be moved to the bottom of the roster. An employee who refuses overtime shall be moved to the bottom of the roster. An employee who accepts less than twelve (12) hours of overtime shall not lose his position on the list until he accumulates more than twelve (12) hours of overtime, at which time that employee shall then be moved to the bottom of the roster; mandatory overtime and mandatory call-back shall be included in the aforesaid accumulation. Employees going on scheduled time-off shall be eligible for voluntary call-back but shall not lose their position on the roster if they refuse. Employees on paid leave (vacation day, Kelly day, compensatory time) are not eligible for voluntary call back. If an employee cannot be contacted, that employee will maintain his position on the roster. In the event of a shift change, contact dates shall determine placement on the revised roster; in the event of same day contact and/or work, seniority shall prevail.

Before mandatory overtime can be invoked, the City shall make a reasonable effort to contact as many employees as possible; reasonableness shall be determined by the time available to fill the vacancy. Activities such as extra-alarm fires or the unanticipated need for special services are not subject to the

rotation requirements of this Section; the roster shall not be utilized in such circumstances. The anticipated need for special services and/or special events shall be subject to the rotation requirements.

Employees returning to the station after their normal duty day has been completed shall be permitted up to thirty (30) minutes for completing paperwork and for personal clean-up time. Payment for such shall be at the applicable overtime rate.

#### Section 8.4. Court Time.

If as the result of the performance of his duties on behalf of the City, an employee is subpoenaed as a witness to appear or notified by the court to appear in a court or court-related proceeding on his scheduled day off, the City will pay the employee a minimum of three (3) hours pay at the rate of one and one-half (1 1/2) times his hourly rate of pay, as computed in Section 8.3 above, for all time spent in court. The employee shall be permitted to retain any fees or expenses paid to him for testifying.

Court time shall be paid exclusively as provided above, and no prior provisions in this Article shall apply to court time. Court time paid as provided shall not count toward the computation of overtime, nor shall it be considered as time worked or paid for within the meaning of any other provision of this Agreement.

It is agreed that employees have a responsibility to respond to a subpoena when properly issued and served by a court of law. The City and the Union agree that, whenever reasonably possible, subpoenas should be served at least twenty-four (24) hours prior to the appointed court time.

#### Section 8.5. Study Time.

Friday afternoons shall be considered as study time for each member of the Association and during this time individuals will remain in their assigned stations and shall be involved in the training and study programs as defined by the department. During this period, employees may, however, be temporarily moved to stations other than their own for coordinated, classroom-type training. It is understood that emergency work will be performed as needed, i.e., equipment breakdowns, station emergency repairs, special administrative requests that cannot be postponed.

#### Section 8.6. No Pyramiding.

Compensation shall not be paid to an employee more than once for the same hours under any provision(s) of this Agreement. So there is no misunderstanding, an employee who attends court during his normal duty hours shall not also receive overtime pay for those hours spent at court pursuant to the specific provision of this Agreement dealing with overtime for court appearances. Further, an employee who works overtime on a paid holiday shall be paid both overtime and holiday pay.

#### Section 8.7. Scheduling of Manpower.

For purposes of effectively scheduling its manpower, the City will provide for the assignment of no less than three (3) employees to each in-service aerial and pumper unit. It is understood, however, that emergency situations and unexpected absenteeism, may require the service of the unit on a temporary basis with fewer staff than those provided for scheduling purposes and that the City shall take prompt action to return that unit to its minimum manpower requirement.

## ARTICLE IX

### Paid Time Off

#### Section 9.1. Annual Leave Entitlement.

Employees shall be entitled to annual leave with pay as follows:

- (1) During the first year of employment, four (4) hours per month of employment or forty-eight (48) hours per year (one [1] week or two [2] duty days per year). Said employees cannot access leave hours not accrued. Accrued hours are those listed on the employee's preceding payroll check;
- (2) Commencing with the second year of employment, and up to and including five (5) years of employment, ten (10) hours per month of employment or one hundred twenty (120) hours per year (two [2] weeks or five [5] duty days per year);
- (3) After the completion of five (5) years of employment, and up to and including twelve (12) years of employment, fourteen (14) hours per month of employment, or one hundred sixty eight (168) hours per year (three [3] weeks or seven [7] duty days per year);
- (4) After the completion of twelve (12) years of employment, and up to and including twenty (20) years of employment, twenty (20) hours per month of employment or two hundred forty (240) hours per year (four [4] weeks or ten [10] duty days per year);
- (5) After the completion of twenty (20) years of employment, up to and including twenty-five (25) years of employment, twenty-four (24) hours per month of employment or two hundred eighty-eight (288) hours per year (five [5] weeks or twelve [12] duty days per year);
- (6) After the completion of twenty-five (25) years of employment, six (6) weeks or fifteen (15) duty days per year.

#### Section 9.2. Annual Leave Accumulation.

The annual leave for each employee shall be the twelve (12) month period following the anniversary date of employment of the employee. During a transition year (i.e., a year during which an employee's anniversary will cause an increase in vacation), an employee will begin accruing at a higher rate on the first day of April prior to such anniversary. Annual leave, which is not used during the annual leave year, shall accumulate for use in succeeding years, but shall not exceed three hundred sixty (360) hours on April 1 of every year. Pay for accumulated leave upon termination, retirement or death shall not exceed a total of three hundred sixty (360) hours, unless otherwise approved by the Fire Chief.

Accumulated Annual Leave will remain in the employee's credit up to the maximum or subsequently reduced by the use of annual leave in excess of the employee's accrued leave during any annual leave year. The scheduling of accumulated annual leave time shall be at the discretion of the Fire Chief.

### Section 9.3. Holidays.

(a) The following shall be considered paid holidays for bargaining unit employees:

New Year's Day	Good Friday
Easter	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Friday after Thanksgiving
Christmas Eve Day	Christmas Day
Memorial Day	Presidents Day

(b) When a holiday falls on an employee's regularly scheduled workday, which the employee in fact works, that employee shall be paid twenty-four (24) hours at his/her regular rate of pay and twelve (12) hours at one-half of his/her regular rate of pay and for holiday pay.

### Section 9.4. Scheduling-Leave/Kelly Days/Holidays.

Annual leave and Kelly Days and previously banked holidays (paid time off) shall normally be scheduled at the same time (normally prior to March 1). Employees shall be allowed to select such paid time off as follows:

(a) Vacation:

Employees shall be granted preference by straight shift seniority and there shall be no restrictions on said selections other than those specified herein. All entitled days shall be selected or banked at one time. Vacation previously banked or days which an employee wishes to bank shall be taken or banked respectively at the time of the vacation pick. An employee may bank a previously scheduled vacation day. A Kelly day cannot replace a vacation day which has been banked.

(b) Kelly Days:

Employees shall be granted preference as to the scheduling of Kelly Days on the straight shift seniority basis with no restrictions other than those specified herein. Kelly Days shall be selected on two separate draws after the vacation pick has been concluded; on the first draw, each employee shall select six (6) days and on the second draw the remainder of the days allowed.

Scheduling to allow for proper manning shall allow eight (8) persons off per shift on a year-round basis. No more than two (2) mechanics per shift may be on paid time off at the same time.

All special requests involving paid time off scheduling shall be by letter to the Chief before shift scheduled picking.

Retiring people by letter of commitment shall be held outside of vacation draw.

After the paid time off schedule is completed, the use of bank days or any change involving the paid time off schedule will be by permission of the Chief by letter from the individual. Employees who have banked paid time off shall be allowed to retain such banked time. Any previously banked holidays shall be selected during the first Kelly Day draw.

Section 9.5. Taking Annual Leave Time Off.

Annual Leave and Kelly Day time off may be combined, if pick permits are available.

Section 9.6. Leave/Holidays/Kelly Days-Separation.

Pay for accrued annual leave, previously banked holiday, compensatory time and the balance of any remaining Kelly Day entitlement not taken shall be granted to each employee upon termination, layoff, retirement or death of an employee. It is the intent of the parties that Kelly Days shall be utilized to reduce accrued compensatory time as set forth in Section 8.2.

An employee eligible to receive such pay on separation as provided above will be given the following options to be elected prior to the last day of work:

1. A one-time payment of the full amount; or
2. Annual payments of equal amounts up to five years. Payments will be provided in January of each year; or
3. At the time that an employee is selecting either option 1 or option 2 above, the employee may also elect to designate a specific portion of the full amount due him, which portion shall be held by the City for the purpose of maintaining that employee's health insurance programs.
4. If death would occur during the utilization of options 2 or 3, the balance remaining will be paid to the appropriate beneficiary.

**ARTICLE X**

Sick Leave

Section 10.1. Sick Leave.

Bargaining unit employees shall be entitled to sick leave with pay for absence due to the following conditions:

- (a) Incapacitation for duty because of sickness, injury or pregnancy.
- (b) Absence for physical, dental or optical examination or treatment. Employees shall not abuse this privilege.
- (c) Affliction of a member of the immediate family with a contagious disease when the presence of an employee at his place of duty would jeopardize fellow employees. A contagious disease is defined as a disease subject to quarantine or requiring isolation or restriction of movement of the patient by health authorities.
- (d) Attendance upon a member of the employee's immediate family who is seriously ill and requires the care and attention of such employee. Immediate family is defined as husband, wife, mother, father, sister, brother, son or daughter.

- (e) No person shall be entitled to sick leave with pay while absent from duty on account of disability resulting from any sickness or injury purposely inflicted or caused by willful misconduct.
- (f) No person shall be permitted to convert excused leave of absence or annual leave into sick leave by reason of illness or injury which occurs during such leave of absence or annual leave; however, if such illness or injury should persist beyond the termination of the leave of absence or annual leave, sick leave may be taken, if otherwise permitted, at that time.
- (g) No employee shall be permitted to work at secondary employment when on sick leave and utilizing sick leave from the City or is unable to work as a result of a work related illness or injury WITHOUT WRITTEN APPROVAL OF THE CHIEF, which approval shall not be unreasonably denied.
- (h) With the approval of the Fire Chief, an employee may use sick leave to extend bereavement leave when necessary.

Section 10.2. Substantiation of Sick Leave.

Sick leave must be supported by a doctor's statement as provided in this section. In the event of suspected abuse, the City may, at any time, require the employee to obtain a doctor's statement at City expense from the City physician or other physician designated by the City and/or require the employee to provide a doctor's statement at the employee's expense in the case of any or all future absences where sick leave is claimed. No doctor's statement shall be required in the following instances:

- (a) an employee takes 24 consecutive hours of sick leave for six (6) occasions per year,
- (b) if the employee becomes injured or ill on the job and is required to leave for the balance of the shift, or
- (c) if an illness or injury occurs during the balance of the employee's shift and extends to the employee's next duty day.

In the event that the City chooses to require that the employee obtain a doctor's statement from the City physician in accordance with the above provision, the employee shall be notified immediately and arrangements shall be made for the employee to be examined by the City physician or his designee on the first day that the abuse is suspected.

In addition, prior to requiring an employee to justify his use of sick leave by obtaining a doctor's statement for any future absences, the employee shall be notified in writing of the reasons supporting such action and shall be permitted an opportunity to explain his use of sick leave at a conference scheduled at the mutual convenience of all parties. The employee shall be allowed Union representation during such conference if he so desires. It is understood that, if as a result of investigation, actual abuse of sick leave is discovered the City retains the right to impose appropriate discipline upon the employee, subject to the employee's rights in the grievance procedure or before the Civil Service Commission.

#### Section 10.3. Accumulation of Sick Leave.

Commencing with the first month of employment, bargaining unit employees will accumulate sick leave at the rate of fourteen (14) hours per month for a maximum of one hundred sixty-eight (168) hours per year; the equivalent of seven (7) twenty-four (24) hour duty days. Sick leave will be allowed to accumulate without limit except payout shall be limited as provided in Section 10.4.

If as a result of extended illness or injury, that is not work related, an employee has used all of his accrued sick leave, holidays, vacation and compensatory time, that employee may, with the approval of the Fire Chief, borrow against future time. The maximum amount available under this provision is seventy-five percent (75%) of the annual accumulation. In determining the eligibility of an individual for sick leave advancement, the Fire Chief shall consider seniority, nature and extent of illness or injury, employment record and the probability of the individual returning to active service. Upon his return to work, the employee's accrual of leave will offset the borrowed amount. Probationary employees shall not be eligible for this borrowing benefit.

If an employee is on extended sick leave, the employee must obtain a release from his physician and/or a physician of the City's choice prior to returning to work. If the two physicians are in dispute the City will pay for a third medical opinion from a mutually agreed to physician, the third medical opinion is not binding on either party.

#### Section 10.4. Pay for Accumulated Sick Leave.

Sick Leave shall automatically terminate upon termination of employment. Upon retirement in accordance with the terms of the applicable retirement system, layoff, termination (except for cause) or upon the death of an employee, the employee, his heirs or his next of kin respectively shall receive payment for accumulated sick leave calculated as follows: Total accumulated sick leave (maximum of 3696 hours) minus seven hundred twenty (720) hours times 75% computed at the employee's then current hourly rate of pay. An employee who is laid off shall have the option of leaving his sick leave in his sick leave bank as long as he retains recall rights under civil service law. Employees hired on or after July 1, 1988, shall not be eligible for this benefit.

An employee eligible to receive pay for accumulated sick leave as provided above will be given the following options to be elected prior to the last day of work:

- 1) A one-time payment of the full amount; or,
- 2) Annual payments of equal amounts up to five years. Payments will be provided in January of each year, or,
- 3) At the time that an employee is selecting either option 1 or option 2 above, the employee may also elect to designate a specific portion of the full amount due him, which portion shall be held by the City for the purpose of maintaining that employee's health insurance programs.
- 4) If death would occur during the utilization of options 2 or 3, the balance remaining will be paid to the appropriate beneficiary.

#### Section 10.5 Sick Leave/Conversion to Paid Leave

Employees using 72 hours or less of sick leave during a calendar year will be permitted to convert 24 hours of sick leave to 24 hours of paid leave to be scheduled pursuant to Section 9.4 (a) of the contract. To qualify for the conversion employees must have been in the employ of the City for the entire calendar year. This paid leave may not be carried over into the next vacation year.

### **ARTICLE XI**

#### Leaves of Absence

##### Section 11.1. Excused Leave.

Employees covered by this Agreement may request leaves of absence (excused leave without pay) in accordance with the City Administrative Policy dated May 1996 and appended to this Agreement as Appendix D, and such provisions of this Agreement as may specifically provide for leaves of absence without pay. Leaves of absence shall not be granted or used for the purpose of accepting or performing remunerative employment elsewhere.

##### Section 11.2. Military Leave.

Military Leave and pay shall be granted in accordance with applicable Federal and State law. For the purpose of administering military leave, each eligible employee shall be allowed a total of 240 hours off with pay for time related to military service (including travel time) during the twelve month period consistent with the military year.

##### Section 11.3. Leave to Vote.

Employees shall be allowed, without loss of pay, such time as necessary to vote on each election day in accordance with Departmental Rules and Regulations. It is understood that elections encompass City, County, State and National elections in addition to School Board referendums, special elections, etc.

Employees required to remain on duty at the end of their shift in order to meet manning requirements shall be entitled to overtime pay for such time.

##### Section 11.4. Bereavement Leave.

In case of death in the immediate family of an employee, the employee shall be granted a leave of absence with pay by the Fire Chief of one (1) duty day, to attend the funeral or visitation. For purposes of this article, immediate family is defined as spouse, parents, step-parents, children, step-children, legal ward, brother or step-brother, sister or step-sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandparents of spouse, grandchild, brother-in-law, sister-in-law, or a resident family member of the employee's immediate household. Additions to the above list or an extension of one (1) duty day of bereavement leave may be granted at the discretion of the Fire Chief, which permission shall not be unreasonably withheld. If extenuating circumstances require an absence beyond the authorized bereavement leave, additional time off may be granted at the discretion of the Fire Chief and will be charged against the employee's sick leave. In interpreting this provision, the term "parents" shall include, in addition

to natural parents, other family members who may have had an in loco parentis relationship with the employee. In the event of a dispute concerning bereavement leave or an extension thereto, an employee shall be allowed to take the disputed time, as sick leave and the dispute will be resolved through the grievance procedure. Every effort will be made to resolve the denial as expeditiously as possible.

In the event that an employee is notified of a death in the immediate family while on duty, the employee shall be released from duty for the balance of his/her shift, without loss of pay, as soon as practicable after such notification. Release from duty for the balance of the shift under this provision shall be in addition to the duty day specified above, but may be considered by the Fire Chief in determining whether an extension of bereavement leave is necessary or appropriate in individual circumstances.

An eligible employee shall be paid for his/her normal daily rate of pay for any days on which he/she is on bereavement leave and but for such leave would have been scheduled to work. An otherwise eligible employee will not receive bereavement pay if it duplicates pay for time not worked for any other reason, such as annual leave, holiday time off, sick leave or other paid leave or time off.

Section 11.5. Maternity Leave.

Maternity leave and pay shall be granted in accordance with applicable Federal and State law.

Section 11.6. Jury Leave.

A full-time employee who is required to serve on a jury during his regular scheduled work hours shall be paid the difference between the jury fees and allowances and his regular base rate of pay for all regularly scheduled hours of work missed because of jury duty.

Section 11.7. Conditions-Granting of Excused Leaves.

Leaves of absences may be granted for the purposes and under the conditions set forth in the City Administrative Policies. Otherwise, the granting or denying of leaves of absence shall be within the discretion of the Fire Chief or his representative, so long as that discretion is exercised in a manner consistent with the Administrative Policies and not arbitrarily, capriciously or discriminatorily denied.

## **ARTICLE XII**

### Trading Time and Transfers

Section 12.1. Trading Time.

Upon receiving permission as specified in this Section, any two (2) employees of the Fire Department shall be permitted to exchange tours of duty, hours, or days off. Employees shall be permitted an unlimited number of trades, with each such trade limited to a maximum of five (5) calendar days. Other than in an emergency or for a trade of less than twenty-four (24) hours, any request for trading time must be made in advance of the proposed trade. In no event shall trade time be treated as overtime for either employee engaged in the trade. Though trades will not be restricted to employees of equal rank, trades outside of the rank require the approval of the appropriate Chief Officer.

All trades shall be subject to the permission and/or approval of the District Chief. Except trades affecting annual leave, holiday, Kelly Days must be in writing to the Fire Chief, and will require permission and/or approval of the Fire Chief or designee. Permission and/or approval shall not be unreasonably withheld.

Section 12.2. Transfer Requests.

An employee seeking a transfer to another station or shift shall file a transfer request with the Fire Chief. Such request shall be in writing, and shall specify the station and/or shift to which the transfer is requested including the employee's reason for the request. Requests shall be given due consideration in filling vacancies and shall not be unreasonably denied, subject to the City's right to assign personnel. Employees granted a voluntary transfer shall not be entitled to overtime that may incur as a result of the transfer.

Section 12.3. Transfers.

Work schedules shall be established and posted a minimum of seven (7) days prior to their effective date. Said schedule shall be posted in writing, and may be changed only with forty-eight (48) hour notice unless the employees involved agree to the change voluntarily.

Whenever additional personnel are required necessitating a work schedule change for which the forty-eight (48) hour notice cannot be given, employees shall be paid at the rate of time and one-half for hours worked outside their previously scheduled work day. Employees on paid leave shall be personally notified of any transfers in which they are involved. The provisions of this Agreement notwithstanding, the ruling of the arbitrator in Arbitration 80-GA-91, between the parties shall continue in full force and effect, with premium pay to be paid as indicated therein.

A shift vacancy shall be posted for seventy-two hours in order that employees may request transfer to fill the posted vacancy and any other vacancies which might arise as a result thereof. To the extent possible, anticipated vacancies and transfers which the City will be initiating shall also be posted as soon as same become known; employees may submit requests which address any such vacancies or transfers. Employees holding the classification may request a lateral transfer to the vacancy. Seniority on the job and qualifications shall be the determining factor in filling the opening. In the event that the qualifications are equal, seniority shall be the determining factor in filling the vacancy.

If the transfer is initiated by the City instead of the employee, the City shall make a reasonable effort to accommodate the employee's request for time off comparable to that already scheduled.

## **ARTICLE XIII**

### Promotional Examinations

Section 13.1. General.

The City and the Union both recognize the necessity of full compliance with the appropriate sections of the Civil Service Law governing promotional examinations and promotions. To that end, the parties

hereby agree to work in full cooperation with each other and with the Davenport Civil Service Commission to assure strict adherence to the letter and spirit of the Civil Service Law (Chapter 400, Iowa Code).

Specifically, the City agrees to work expeditiously with the Davenport Civil Service Commission to assure that promotional examinations are conducted at the time and in the manner specified by law and that qualified applicants for promotion are promptly certified and promoted in accordance with the guidelines set forth in the Civil Service Law. In the event that a vacancy cannot be filled within twenty work days due to the absence of a certified list or the failure to promote from a certified list, the employee who has been filling that vacancy pursuant to Section 16.3 of this agreement shall be paid as set forth in that section.

Section 13.2. Notice of Examinations.

The City and the Union agree to work with the Civil Service Commission and otherwise to take such steps as are required to assure that adequate and timely notice, of all written and oral promotional examinations, is given to employees in order to give such employees the opportunity to prepare for such examinations.

Section 13.3. Conduct of Examinations.

The City shall notify Union employees in writing sixty (60) days prior to any promotional examinations of the following:

- (a) The application deadline, which shall be 30 days after the announcement.
- (b) The date, time, place, general format and length of the examination.
- (c) The positions for which examinations are being given.
- (d) A statement of the areas to be covered by each examination, including appropriate references to materials available at station libraries on which examination contents are based;
- (e) Within reason the City shall maintain a library at each station to make examination references available for Union employees;
- (f) When testing includes both written and oral assessment examinations, employees will be informed of the percentage assigned the varied portions prior to the examination. To the extent reasonably possible, the content of examinations shall be varied to avoid duplication with prior examinations, shall be limited to material relevant to the fire service of the City of Davenport and shall include but not be limited to nationally accepted standards.
- (g) To assist employees in self-improvement, the Human Resources Department will review the results of promotional examinations with an employee(s) requesting same. It is understood that in order to maintain valid test batteries specific test answers or the test document itself cannot be discussed or distributed. The review shall be based upon the general categories of the examination and will, to the extent possible, provide the employee with an overview of the employee's strengths and weaknesses thereby assisting the employee in areas where additional study or experience will be of assistance.

#### Section 13.4. Evaluation Procedures.

All employees shall be evaluated annually. The annual job performance evaluation is based upon the following principles:

- A. Evaluations shall be conducted in a fair manner
- B. Each employee shall receive a copy of his complete evaluation, including all comments made by all of the evaluators
- C. Any employee who disagrees with his evaluation may submit his written objections, which shall be attached to the evaluation report. Whenever said evaluation report is utilized, the employee's objections shall accompany said report
- D. An employee shall have the right to challenge the annual job performance evaluation through the grievance procedure. Evaluations under the current process shall be subject to challenge through the grievance procedure.

### **ARTICLE XIV**

#### Union Communications and Meetings.

##### Section 14.1. Bulletin Boards and Equipment.

The City shall permit the Union to use bulletin boards for the posting of notices relating to Union business. Said board shall be located in reasonable proximity to station boards.

The City shall also provide suitable space for a Union file cabinet at the station to which the Union President is assigned; the Union shall have exclusive access to said file cabinet.

##### Section 14.2. Monthly Meetings.

Upon approval by the Fire Chief, which approval shall not be unnecessarily withheld, the Union President and Secretary-Treasurer, or in their absence the acting President and/or Secretary-Treasurer, shall be allowed time off from duty to conduct regular monthly Union meetings and special meetings at no loss of pay.

On-duty personnel shall be permitted to attend emergency or special meetings on City premises, provided the Union makes a written request to the Fire Chief explaining the necessity for the meeting. Approval of the request shall be at the sole discretion of the Fire Chief.

##### Section 14.3. Negotiating Time.

Members of the Union's negotiating committee, up to a maximum of five (5) employees, shall suffer no loss of pay for time spent in collective bargaining with the City. Such time, with the approval of the Fire Chief or designated representative, shall include a reasonable period of time before and after collective bargaining sessions, consistent with the practice established during previous negotiations between the City and the Union. In the event that a collective bargaining session concludes after seven (7) hours or more of actual bargaining during a duty day, members of the Union negotiating committee who are scheduled for

duty may be released from work for the balance of their shift at the discretion of the Fire Chief or his designated representative.

Section 14.4. Employer-Called Meetings.

Employees required to attend employee meetings called by the Fire Chief, his representative, or by the City shall be paid in accordance with their appropriate overtime rate. It is expressly understood between the parties that this Section does not apply to grievance and/or arbitration meetings.

Section 14.5. Conventions.

Upon approval by the Fire Chief, which approval shall not be unreasonably withheld, officers or members of the Union designated by the Union shall be allowed to leave from duty without loss of pay to attend the following conventions:

- (a) Iowa Association of Professional Firefighters Convention (annual -- three (3) delegates).
- (b) International Association of Firefighters Convention (biennial -- two (2) delegates).
- (c) Iowa Federation of Labor Convention -- one (1) delegate.
- (d) The State Union Official shall suffer no loss of pay for attendance at the State Convention and Executive Board Meetings.

Section 14.6. Use of City Facilities by Union.

Upon reasonable notice, the City shall permit the Union to hold special or emergency meetings (for off-duty employees) on suitable City premises.

Section 14.7. Unit Leave.

Employees who are elected or appointed to a State or National Office shall be entitled to a leave of absence for the term of office, not to exceed the leave provided by state law. Leaves under this Section will be consistent with Section 11.1 of this agreement and applicable pension rules and regulations.

## **ARTICLE XV**

### Safety and Health

Section 15.1. General.

It is the desire of the City and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate as much as possible accident, death, injury and illness in the fire service. Accordingly, the City will continue to make reasonable provisions for maintaining all areas and equipment of the Davenport Fire Department in a clean, healthy and safe condition.

Section 15.2. Unsafe Conditions.

Employees shall not be required to work in any area or operate any equipment including motor vehicles or vessels which are not in safe condition, not properly staffed or not equipped with safety appliances prescribed by law or by the Safety Committee as approved by the City.

The City and the Union agree that because of the nature of a firefighter's responsibilities, they may be required to be present at a situation that is potentially violent, inasmuch as it concerns emergency

medical service care. The City agrees that when sufficient knowledge of potential difficulties are known, all reasonable efforts will be made to provide police protection prior to the arrival of the Fire Department.

This section shall not be in conflict with Section 8.7 of the Agreement.

Section 15.3. Safety Committee.

A cooperative Occupational Safety and Health Committee shall be established to consist of not more than three (3) representatives from management and three (3) representatives from the Union. The Committee shall select from its membership a Chairman whose term shall be twelve (12) months.

The Committee shall meet on a monthly basis unless an emergency situation would necessitate an additional meeting(s). The Chairman of the Committee may call a special meeting upon receiving prior approval of the Fire Chief, and with proper notice to all Committee members to the extent as is reasonably possible. The Chairman shall insure that Committee meetings take place when the majority of the Committee members are on duty. The Committee shall have jurisdiction to consider areas including but not limited to the following:

- (a) Hazardous physical conditions;
- (b) Unsafe work methods, practices or procedures;
- (c) Changes in or additions to protective equipment;
- (d) Improvements in training procedures in safety and health related areas.
- (e) Changes in method, content or frequency of conducting safety inspections or making investigations of accidents, injuries or death.

Section 15.4. Committee Recommendations.

To insure that reasonable safety and health matters are brought to the attention of the City, and/or are resolved, the Committee Chairman shall submit written minutes of each Safety Committee meeting and request for action to the Fire Chief and to the individual designated as City Safety Officer. Requests for investigation, consideration or action will not be arbitrarily denied and Committee members may attach their own opinions or suggestions to the Chairman's report. Should such requests be denied, a written notice including the reason for denial shall be provided to the Committee.

Safety Committee minutes, recommendations and fire administration responses shall be published at each station.

Section 15.5. Accident Review.

The members of the Joint Occupational Safety and Health Committee shall also review all reported incidents involving on-duty injury to the personnel or equipment of the Fire Department. Union Employees must cooperate when requested to provide the Committee with an explanation of that portion of their conduct or other employee's conduct relevant to the proceedings. The Committee shall report its findings and recommendations to the Chief of the Davenport Fire Department as provided in Section 15.4 above.

Section 15.6. Airpack Face Pieces.

The City shall provide personal airpack face pieces to Union employees, including prescription airpack face pieces for those employees who require prescription lenses. If there has been damage

incurred in the line of duty, or upon showing of need (wear, change of prescription), the City will issue an employee another airpack face piece and/or prescription airpack face piece. Upon termination of employment, the employee shall return the airpack face piece.

Section 15.7 Radio Communications.

The City shall provide and maintain three hand held radios for each in-service aerial and pumper for the use of those personnel assigned to those units.

**ARTICLE XVI**

Salaries and Benefits

Section 16.1. Salaries.

All Bargaining Unit employees shall be paid an annual salary in accordance with the salary schedules attached hereto as Appendix A and made a part of this Agreement, with the wages reflecting a 4% general wage increase effective July 1, 2004. The parties further agree that all bargaining unit employees shall be paid a minimum of 3% general wage increase effective July 1, 2005 and a minimum 3% general wage increase effective July 1, 2006. The Union, solely at its option, may reopen wages for either fiscal year 2006 or fiscal year 2007 by providing the City notice on or before September 15 of the preceding fiscal year. If the Union exercises its option to reopen wages in Fiscal year 2006 the only issue subject to negotiation between the parties shall be Section 16.1 Salaries. In no event shall salaries be decreased below 3% if the Union exercises its option to reopen wages for either fiscal year 2006 or fiscal year 2007.

Section 16.2. Promotions.

If an employee is promoted to a higher position in the bargaining unit, the employee shall begin receiving, upon the effective date of promotion, the salary set forth in Appendix A-1 for such higher ranking position, including the longevity rate to which he may be entitled by reason of his length of continuous service with the Fire Department. This rank differential shall thereafter be maintained.

The City will fill permanent vacancies as soon as possible subject to the availability of qualified individuals, and applicable Civil Service rules.

Section 16.3. Temporary Appointment/Out-of-Rank Pay.

Any employee temporarily filling a vacancy or assuming the responsibilities in a position of higher grade shall receive the salary rate paid for the next higher grade, providing such employee temporarily fills the vacancy for more than 10 work days. Vacancies created due to on the job injuries shall be included. Employees absent from duty due to sickness, annual leave, holiday leave, or Kelly days, shall not be paid the increased rate for such days.

Senior Lieutenants shall be afforded the opportunity to temporarily fill for a Captain's position at those times when the Captain is unavailable. Should the Senior Lieutenant so temporarily fill the Captain's position, the Engineer of that Captain's Company and Shift shall assume that Lieutenant's position.

Engineers may fill Lieutenant's vacancies and privates may fill Engineer's vacancies provided they are qualified. It is understood that out-of- rank pay shall continue during trading of time.

Section 16.4. Longevity.

The City shall maintain the longevity system as an integral part of the salary scale as reflected in Appendix A.

Section 16.5. Food Allowance.

In consideration of the duty schedules for Union employees, each employee shall receive an annual food allowance of Five Hundred (\$500.00) Dollars. Said allowance shall be payable in two (2) installments of Two Hundred and Fifty (\$250.00) Dollars each. Food allowance shall be paid the second payroll cycle in July and January.

Section 16.6. Uniform Allowance.

Every employee required by the City to wear a uniform shall be entitled to an annual Uniform Allowance of Six Hundred (\$600.00) Dollars. Said allowance shall be payable in two (2) installments, one (1) installment shall be Three Hundred (\$300.00) Dollars, and the second installment shall be Three Hundred (\$300.00) Dollars. Uniform Allowance payments shall be made the second payroll cycle in July and January.

It is understood that the City and the Union are engaged in continuing consultations in regard to the nature and composition of the uniform required to be worn by firefighters. If an agreement is reached involving a change in or modification of the uniform and necessitating uniform purchases by employees in excess of those required for the normal care and maintenance of the uniform, and if such agreement is reached prior to the time that the January installment of the Uniform Allowance is due to be paid, such installment shall be accelerated and paid to eligible employees as soon after said agreement as reasonably possible.

It is understood that the current procedure of providing certain clothing and/or gear to employees at no cost shall be continued for the term of this Agreement. Such items include brass, name tags, gloves, flashlights, and turn-out gear (helmets, coats, bunker pants and suspenders, boots, hood and airpack facepieces). The City shall continue to repair and/or replace such gear as necessary in a timely fashion.

The City and the Union agree that due to the nature of a firefighter's varied responsibilities, otherwise serviceable equipment purchased by the individual firefighters may become unusable because of contamination or unexpected damage outside of what is considered damage that is inherent to normal duties. Such equipment shall be repaired or replaced with comparable equipment by the City upon prompt reporting to the Fire Chief of the damage incurred. Any changes to the uniform will be decided by a joint union/management team. The first issue of any mandatory changes made by administration to the required uniform shall be provided by the City at no cost to the employee.

Section 16.7. Allowance for Personal Items.

In the event of the loss or destruction of, or damage to, an employee's watches, glasses, dentures or hearing aids in the performance of required duties, an employee shall be reimbursed for the costs of

repair or replacement of the item (but not to exceed reasonable and customary rates of repair, or a reasonable amount necessary for replacement with an item of like or similar kind, quality or cost and the maximum reimbursement for the loss; destruction or repair of a watch shall be Fifty (\$50) dollars), upon presentation to the Fire Chief of a receipt evidencing such repair or replacement. In order to be eligible for such reimbursement, prompt reporting of the loss to the Fire Chief is required.

Section 16.8. State Chauffeurs License.

The City shall pay the cost of a State Chauffeurs License for all Engineers and Firefighters. Such benefit is also available to all other employees who are required to operate equipment that requires a chauffeur's license. The City shall also pay the cost for the renewal. So there is no misunderstanding, officers shall not be required to operate equipment that requires a chauffeur's license and shall not be entitled to this benefit.

Section 16.9. Incentive.

Each employee who has satisfactorily qualified and is certified shall be compensated according to the following table at the highest rate that he has been certified for.

ERT : .6% of step 2 of firefighter hourly rate

EMT-A : 2.1% of step 2 of firefighter hourly rate

EMT-I : 3.1% of step 2 of firefighter hourly rate

EMT-P : 4.1% of step 2 of firefighter hourly rate

Section 16.10. Airpack Technicians.

Employees certified as Interspiro Airpack Technicians shall receive an additional amount equivalent to 0.6% of step 2 of the firefighter hourly rate. All Interspiro Technicians certified by the city can be temporarily assigned to the mask repair station.

Section 16.11. Mechanics and Maintenance.

Employees who are permanently assigned to perform mechanical work on the apparatus or maintenance work on the stations in the Fire Department shall be paid an additional amount equivalent to 1.2% of step 2 of firefighter hourly rate per month and shall be provided with work uniforms. The Department will develop a proficiency test for the assignment to assure the assigned individuals are qualified for the duties associated with the assignment. A newly assigned individual shall not receive the 1.2% until a proficiency test is passed. The test will be provided every three months; incumbents need not pass this test. An individual who has not passed the proficiency test after three attempts will be subject to reassignment. The assignment of personnel to this responsibility is at the discretion of the Fire Chief.

The City intends to assign company officers (i.e. a Captain and two lieutenants) to perform mechanical work on the apparatus in the Fire Department pursuant to proficiency testing to assure that the assigned individuals are qualified for the duties associated with the assignment. Volunteers will be sought to fill the positions as vacancies arise. An individual so assigned shall be entitled to remain in that position so long as he/she desires, but is subject to removal for cause. Each such officer shall receive an additional amount equivalent to 2.5% higher than that shown in Appendix A-1 for their rank and longevity and shall

receive work uniforms while so assigned. The City also intends to assign company officers to perform station maintenance (i.e. a Captain and two lieutenants) in the same manner.

In the event that no officers pass the proficiency test, an individual in the next lower rank shall be provided the opportunity to take and pass the proficiency test. An employee who passes the test and is assigned to perform the lead work shall receive the 2.5% differential but not the 1.2 % incentive and the officer shall not receive any supplemental pay under this section.

Other employees who are not permanently assigned to perform mechanical or maintenance work, but who do so by reason of their rig assignment shall be provided with a coverall at no charge to the employees.

#### Section 16.12. Fire Investigation.

The City and the Union acknowledge the necessity for competent investigation of fires of undetermined origin. Union employees certified as qualified fire investigators shall be paid at a rate of three percent (3%) higher than that shown in Appendix A-1 for their rank and longevity. Union employees certified as fire cause specialists by the Fire Chief shall be paid at a rate of one percent (1%) higher than that shown in Appendix A-1 for their rank and longevity.

#### Section 16.13. HAZMAT

Employees certified as Hazardous Materials Technicians shall be paid an additional one percent (1%) above the rate shown on the attached wage schedule for his/her rank and longevity. Hazardous Materials Specialists shall be paid an additional two percent (2%) above such rate. The number of employees eligible to hold these certifications shall be determined by the Fire Chief. Employees will be compensated for the highest rate they are certified for. There will be no pyramiding of this incentive.

Any employee who has completed the forty hour Scott Community College Course prior to January 1, 1996 on hazardous materials or its equivalent shall be certified as a Hazardous Materials Technician.

To be certified as a Hazardous Materials Specialist, the employee must meet the criteria established by a committee comprised of the Fire Chief, Haz Mat Officer, and one representative designated by the Union. This committee will review and update such criteria as required.

#### Section 16.14. Deferred Compensation

If an employee contributes 1%, the City will contribute to an individual's City's 457 deferred compensation plan a match of up to 3% of an individual's annual income. The City's 3% contribution will be based on the same calculations currently being used to determine the employee's 1% contribution. The City matching contribution will be made bi-weekly and reflected on the individual's payroll check. The City contribution shall cease if the individual reaches the maximum contribution allowed by law is no longer employed by the City, or at any time the individual terminates participation in the City's 457 deferred compensation program. The contribution will be made to one provider selected by the individual. Should the individual's contributions cease mid year and a partial payment is required, the individual will make the first 1%, the City the second 3%, and the remaining contribution will be considered the individual's contribution.

## ARTICLE XVII

### Group Insurance

#### Section 17.1. Group Insurance.

##### (a) Health Insurance.

The City shall contribute to the cost of single employee and dependent coverage for the insurance plans provided herein. The employee shall contribute 1% of the City's premium cost each month for single coverage or 2% of the City's premium cost each month for the family coverage. The single premium shall not exceed eight dollars (\$8.00) and the family premium shall not exceed twenty five dollars (\$25.00) through June 30, 2007, however the City may exercise its option to reopen the contract for the purpose of discussions related to Article 17 Group Insurance, including but not limited to premium contributions, by providing the Union notice on or before September 15, 2005 for fiscal year 2007.

Also in accordance with these changes, the City shall provide single employee coverage and dependent coverage for those electing same for outpatient Diagnostic X-Ray and Laboratory (DXL) insurance and prescription insurance. A Directed PPO with a 90/10 co-pay within the PPO and an 70/30 co-pay outside of the PPO. The Cost Containment Committee will assist in the selection on any new PPO.

Said health insurance shall include prescription preferred provider organization insurance subject to a Ten Dollar (\$10.00) deductible per prescription for all drugs not covered in the basic health insurance plan, except when brand name drugs are prescribed by the physician or when generic drugs are not available. In such case, the Five Dollar (\$5.00) deductible shall apply. The prescription co-pay shall not be a covered expense through the major medical plan. A sufficient number of prescription cards shall be provided to each Union employee. Maintenance prescription drugs shall be provided with a ninety (90) day supply shall be subject to a five (\$5.00) dollar deductible. The Cost Containment Committee will assist in the selection of any future changes to a Directed Prescription PPO.

Chiropractic care shall be subject to the following limitation: after initial charges totaling \$1,000 per insured person each calendar year, all claims for additional chiropractic services shall be reviewed for medical necessity.

If an employee audit of a bill identifies an error that would result in an overpayment to a care provider the employee will be paid twenty-five percent of the savings.

All employees shall be permitted to receive one biennial physical after January 1, 2002 by a physician of their choice. The reimbursement cost to the physician for the physical shall be capped at \$250, with 100% of the cost to be paid by insurance. Any cost in excess of the \$250 for one employee physical may be submitted to the health insurance plan. Employees and other plan participants shall be permitted to receive physicals on a more frequent basis by submitting these claims through the health insurance plan.

Children of employees who qualify for coverage may remain on the plan until age 24, so long as they are full-time students. Current students on the plan may continue to be covered so long as they qualify as a student until age 26.

The dependant's of dependants born after June 30, 2004 shall not be entitled to coverage.

Health and major medical coverage is more specifically described in Appendix I of this agreement.

(b) Dental Insurance.

The City will provide single employee coverage and dependent coverage for employees electing the family plan. The plan shall provide one hundred percent (100%) U.C.R. coverage for checkups and teeth cleaning; eighty percent (80%) U.C.R. coverage for cavity repair, tooth extractions, root canals, high cost fillings, orthodontia, dentures and gum diseases. The plan will specify a maximum deductible of Twenty-five Dollars (\$25.00) for single members, and Seventy-five Dollars (\$75.00) for family units, with a contract maximum of One Thousand Dollars (\$1,000.00) per member per year.

(c) Vision Insurance.

The City will provide single employee coverage and dependent coverage for those electing the family plan for vision insurance. Such insurance shall pay a maximum of \$220 per insured individual in any 24-month period as vision care benefit. The maximum amount includes the cost of visual analysis, lenses, contact lenses, frames or other related charges. In addition, the City shall increase the benefit for employees by Twenty-five Dollars (\$25.00) as and for prescription safety lenses.

(d) Single and Dependent Coverage.

The City shall pay the full amounts for single employee coverage and of dependent coverage for employees electing the family plan as defined in subsection (a).

(e) Insurance Carrier.

The City shall reserve the right to change carriers or to self-insure all or any portion of group insurance benefits as long as the level of benefits remains equal to or better than those currently provided.

(f) Long Term Disability Insurance.

Employees hired on or after July 1, 1988, shall be provided long term disability insurance which shall pay 60% of regular gross wages, during a period of continuing disability from work, after an initial elimination period of 90 calendar days. Such insurance is for the purpose of non job-related injuries or illnesses. The City shall provide this disability insurance coverage at no cost to the employee. An employee is not required to make application for LTD under this section.

Employees eligible for long-term disability insurance may, at their option, choose to apply the annual cost of said long-term disability insurance toward the purchase of life insurance (term or whole life insurance) for themselves or their dependents. The employees shall be the owners of such life insurance policies. This option must be selected by the employee no later than April 15th for the upcoming fiscal year.

(g) Life Insurance.

The City will provide each employee life insurance coverage in the minimum amount of Twenty Thousand and no/100 (\$20,000.00) Dollars or one times their base salary, whichever is greater. The City retains the right to self-insure the above life insurance benefit or contract for its provisions.

The City and this Union will jointly investigate cost containment measures regarding the cost of providing group insurance, including costs of medical, dental, optical and prescription services, to each

employee in this Union. Both parties recognize that it is in their mutual interests to seek to contain health costs. This Union will appoint one member to participate in a City-wide Insurance Committee charged with the responsibility of reviewing the usage, cost, and benefits provided, along with cost containment alternatives. The City shall review the recommendations and implement those that are administrative in nature. Any other recommendations that are made by the Insurance Committee will be negotiated with this Union; no such recommendations will be implemented regarding Union members without the agreement of this Union. Changes made shall not breach any of the provisions of this Union's contract language.

#### Section 17.2. Claims.

(a) A difference between an employee (or his beneficiary) and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for in any collective bargaining agreement between the City and the Union unless the City insures all or a portion of the plan involved. The City will, however, designate specific representatives who will be available for consultation with a claimant employee (or with a designated Benefits Claim Representative of the Union), so that a full explanation may be given with respect to the basis of disposition of claims.

(b) The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the City or the Union, nor shall such failure be considered a breach by the City or the Union of any obligation undertaken under this or any other Agreement unless the City insures all or a portion of the plan involved. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier from any liability it may have to the City, Union, employee or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

#### Section 17.3. Retired Employees.

Employees who retire will be eligible to continue their participation in the group insurance program, excluding life insurance, at their own expense at the then current group rates. Premium payments must be made monthly and no later than the fifteenth (15th) day of the month prior to the month in which coverage is purchased. Upon reaching age sixty-five (65), retired employees may no longer continue to purchase the group insurance through the City at the group rate.

#### Section 17.4. Non-Duplication of Benefits.

(a) In the event any employee or dependent is entitled to benefits under any employee group insurance plan, employer's self-insurance plan, or governmental plan providing benefits similar or identical to the benefits payable under the Group Insurance Plan covered by this Agreement, the benefits that would be payable under this Group Insurance Plan shall be reduced by the amount necessary, if any, so that the sum of all benefits payable under this Group Insurance Plan and under any other plan shall not exceed the actual cost charged for the treatment or service. If the said other plan contains a provision for non-duplication of benefits, the plan or program insuring the individual as an employee (as distinguished from a dependent) will be considered primary.

(b) The benefits provided for under the Group Insurance Plans covered by this Agreement shall be in substitution for any and all other plans providing hospital, medical, surgical, sickness, death, etc., benefits. It is intended that the benefits provided by the Group Insurance Plan covered by this Agreement shall comply with and be in substitution for any provisions for similar benefits which are provided under any law now in effect or hereafter in effect. If any benefits of a similar nature to those provided in this Agreement are required under any law now in effect or hereafter in effect and the benefits provided by the Group Insurance Plan covered by this Agreement are not considered in substitution therefore, the benefits provided for under the Group Insurance Plan covered by this Agreement shall be reduced by the amount of such benefit provided under such law.

## **ARTICLE XVIII**

### **Disability and On-the-Job Injuries**

#### **Section 18.1. General.**

The City shall comply with Chapter 411 of the Iowa State Code, entitled Retirement Systems for Policemen and Firemen.

#### **Section 18.2. Injuries in the Line of Duty.**

(a) An employee injured or becoming sick in the line of duty (including smoke or fume inhalation) shall upon his request, immediately be relieved of duty and transported, if required, to the nearest suitable medical facility. If possible, an E.M.T. shall accompany the injured employee until the appropriate medical personnel has assumed responsibility for the care and treatment of the employee. Upon the request of the injured employee, the Fire Department shall notify his next of kin and make arrangements for the expeditious return of the employee's vehicle to his residence.

(b) The selection of medical personnel for the treatment of an injured or ill employee shall be based upon the seriousness of the employee's condition and the availability of specialized personnel. The City Physician may examine the employee, but may not provide treatment for him without his consent. The City shall bear full cost of any and all treatment required by reason of an injury or illness incurred in the line of duty.

An employee may elect to obtain a second opinion concerning treatment for any work-related injury or illness and the City shall not interfere with such second examination, and shall review and approve any alternate treatment.

(c) Such an injured or ill employee shall be granted duty disability leave, with full pay and benefits, until such time as he recovers from his condition of ill being or said condition is deemed to be permanently disabling to such an extent as to entitle the employee to a disability pension. The employee must obtain a release from his physician and/or a physician of the City's choice prior to returning to work. If the two physicians are in dispute the City will pay for a third medical opinion from a mutually agreed to

physician. The third medical opinion is not binding on either party. Duty disability leave (OJI) shall be taken in lieu of sick leave and shall not reduce the amount of an employee's accumulated sick leave.

## **ARTICLE XIX**

### **Miscellaneous**

#### **Section 19.1. Maintenance.**

It is the policy of the City not to contract out work without proper cause and preference shall be given to bargaining unit employees where practical, taking into consideration the (1) magnitude of the job, (2) economic factors, and (3) availability of employee skills. Work such as major construction, plumbing and wiring may be contracted out or other City departments may be utilized at the City's direction.

Union employees shall not be required to perform major construction, remodeling, maintenance or renovation, including painting. Employees shall only be required to perform normal housekeeping tasks and/or minor maintenance at the stations. However, employees receiving the maintenance incentive pay will be required to perform maintenance work mutually agreed upon by the Maintenance Captain and Fire Administration according to the level and magnitude of the work.

#### **Section 19.2. Course Payments.**

In order to encourage employees to acquire a well rounded education and/or additional fire related or emergency medical service training, employees will be reimbursed up to a maximum of One Thousand One Hundred (\$1100.00) Dollars annually for tuition, books, registration fee and material costs for approved courses. Procedure and payment under this section shall be in accordance with the City Policy dated July 1996, as appended (Appendix E). The prorata reimbursement required under Administrative Policy 2.4 does not apply to any retirement or to any termination after 22 years of service.

#### **Section 19.3. Paychecks.**

On payday, payroll checks will be distributed to the stations selected by the employees, provided, however, that upon the effective date of this Agreement the employee notifies the Fire Department Headquarters of the station where their payroll checks should be delivered. A change in the physical distribution of payroll checks will not be made for any employee unless such employee would notify the City at least one week prior to payday. Employees on duty shall receive their checks at their duty stations while on duty, unless they have so properly notified the City to deliver the check to another station. Pay stubs shall clearly identify wages, incentive pay and overtime.

#### **Section 19.4. Station Security.**

The City shall provide adequate security for each station, as well as for all the contents thereof, particularly during those periods when such buildings are unoccupied, and will, to the extent possible, assist employees in maintaining security for their personal vehicles in station parking lots. The Union shall cooperate with the City in evaluating the current security at each station on an on-going basis.

Section 19.5. Relocation.

In no event shall the City assign or transfer Union employees to another governmental entity and/or geographic location outside the City limits for non-emergency functions during a labor dispute in such governmental entity and/or geographic location.

Section 19.6. Vehicles.

Union employees shall be permitted to park bicycles and/or motorcycles inside stations in areas designated by the City, and must be removed at the end of the employee's shift. Any damage, loss or destruction to bicycles or motorcycles shall be the responsibility of the employee. Application of this section shall be consistent with current Departmental Orders.

Section 19.7. Vehicle Maintenance.

Employees shall be permitted to perform minor maintenance on their personal vehicles only after the completion of duty hours. The following restrictions apply:

1. No car will be on jacks except for flat tires. Raising off ground will be on ramps for the purposes of oil changes and grease jobs or very minor maintenance.
2. No travel for parts by on-duty personnel.
3. No use of corrosive or explosive cleaning solvents.
4. No use of City tools.
5. No priming or painting of vehicles or vehicle parts.
6. Vehicles will be driven to and be able to be driven away from your duty station at the end of tour of duty.
7. No vehicle maintenance will be performed inside fire stations.

The above minor maintenance may be done only in the evenings, Saturday afternoons, Sundays, and holidays. Company officers or person in charge shall be held responsible to see that the above restrictions are adhered to.

Section 19.8. Educational Incentive.

Each employee in the bargaining unit shall receive an annual educational incentive after completion of the probationary period, and for a degree in an approved area of study pursuant to the following table:

Thirty (30) hours credit.- not pursuing a degree.....	\$400.00
Thirty (30) hours credit – pursuing a degree	\$450.00
A.A. and A.S. Degrees.....	\$850.00
B.A. and B.S. Degrees.....	\$950.00
M.A. and M.S. Degrees.....	\$1050.00

All payments for educational incentive shall be paid on the Friday following the second City Council meeting in July and after proper proof of the degree is received by the Fire Chief or his designated representative. Payments made in July shall be based upon the degree held as of July 1 of the respective year. Any employee who has received the thirty hour incentive but has not attained a compensable degree or who is entitled to the thirty hour incentive as of July 1, 1989 shall receive that incentive even if that

employee is not pursuing his education further. Otherwise, an employee must be pursuing his education by maintaining at least one additional hour per year to qualify for the thirty hour incentive.

Section 19.9. Residency.

The geographical residency requirement currently in effect shall remain in full force and effect for the term of this Agreement.

Section 19.10. Off-Duty Employment.

Union members shall be permitted to engage in off-duty employment, provided that such employment is not a conflict of interest and does not conflict with satisfactory or impartial performance of duties as a firefighter for the City. Employees who are unable to work and/or are receiving sick leave or work injury pay will be required to reapply for approval to work secondary employment while on leave; approval shall not be unreasonably denied.

During the course of any special event sanctioned by the Fire Chief or his representative, any action taken by an employee, which would have been taken by an employee on active duty if present or available, shall be considered the official action of the City, and the employee shall have the rights and benefits concerning such action as if he were on duty.

Section 19.11 Legal Representation.

Legal liability issues shall be covered by the current 613A of the Code of Iowa and other applicable State law.

The City shall defend any firefighter in a lawsuit demanding punitive damages against the firefighter, but is not responsible for any punitive damages award assessed against the firefighter. If there is a conflict of interest between the City and the firefighter pertaining to the punitive damages issue, the firefighter may hire outside legal counsel for representation. The City shall only be responsible for the firefighter's outside legal counsel's fees and court costs if it is legally concluded that the firefighter was innocent of any personal wrongdoing in the performance of duties with the City. Satisfactory documentation of any legal expenses must be presented to the City prior to any payment. The City shall not be responsible for payment of those attorney fees and court costs if said fees and court costs are awarded and paid by another party to the litigation.

**ARTICLE XX**

In-Service Training

Section 20.1. General.

In-Service training requirements and programs shall be established by the Chief of the Fire Department, or his designated representative in accordance with department and City needs and policy. The Union shall have the right to initiate consultations with the Chief or his designated representative for the purpose of making suggestions and/or recommendations.

The Union shall have the right to designate eight (8) hours of said in-service training to be used on programs which the Union deems needed by the membership of the Union.

Programs so designated by the Union must have the approval of the Chief or his designated representative, which approval shall not be arbitrarily denied.

The programs suggested by the Union will not be used for any matters pertaining to collective bargaining or Association business.

Section 20.2. Training and Recertification.

The City shall establish in-service training programs which are qualified to issue recertifications for those certifications which are recognized in this Agreement. Such training shall be accessible to all union employees. The City shall provide and/or pay for other training and/or recertifications, subject to the approval of the Fire Chief, which approval shall not be unreasonably denied.

Section 20.3. Educational and Training Sessions.

Any employee who attends a job-related educational or training workshop, session, seminar, conference or school at the direction of or with the prior approval of the Fire Chief shall not lose any pay or benefits to the extent that such attendance is during his normally scheduled hours of work. Overtime shall not be earned and paid for attendance, related curricular activities or travel time in excess of the employee's scheduled duty hours.

**ARTICLE XXI**

Savings Clause

None of the foregoing shall be construed as requiring either party to do anything inconsistent with any Federal or State law, or an order or decree of judgment of any court having jurisdiction over the parties. If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation affecting the provisions of this Agreement, or the rights of any party under this Agreement shall be modified, enacted or abolished, then the remaining parts or portions of this Agreement shall remain in full force and effect, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalidated provision.

**ARTICLE XXII**

Entire Agreement

Section 22.1. Entire Agreement.

This agreement, together with any side letters executed contemporaneously with or subsequent to this Agreement, constitutes the entire Agreement between the parties and concludes the collective bargaining on any subject.

Section 22.2. Amendment.

This Agreement may be amended by the mutual written agreement of the parties.

Section 22.3. Precedence of Agreement.

In the event of a conflict between a provision of this Agreement and any rule, regulations or ordinance of the City insofar as said rule, regulation or ordinance effects the employees covered by this Agreement, the provisions of this Agreement will control and the City will take whatever legislative action is necessary to accomplish same. It is understood that from time to time the City may have to adopt ordinances in order to comply with State and/or Federal mandates. In the event of a conflict in relationship to this Agreement and said rules, regulations or ordinances, the parties will work together in an expeditious fashion to resolve said conflict.

Section 22.4. Gender of Words.

The masculine gender as used herein shall be deemed to include the feminine gender, unless in the context of the provisions concerned the feminine gender is clearly inappropriate.

**ARTICLE XXIII**

Termination

This Agreement shall be effective as of the first day of July 2004 and shall remain in full force and effect until the 30th day of June 2007. It shall be automatically renewed from year to year thereafter, unless terminated or modified as hereinafter provided. The City and the Union shall meet not later than October 1, 2006 (sixty (60) days prior to the date that impasse procedures under the Iowa Public Employment Relations Act must be initiated), to determine whether either party desires to modify this Agreement. If either party desires to begin negotiations to modify this Agreement, such negotiations shall begin within thirty (30) days of this initial meeting, unless otherwise mutually agreed. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. As an alternative, the Union, solely at its option, may reopen wages for either fiscal year 2006 or fiscal year 2007 by providing the City notice on or before September 15 of the preceding fiscal year. The City may exercise its option to reopen the contract for the purpose of discussions related to Article 17 Group Insurance, including but not limited to premium contributions, by providing the Union notice on or before September 15, 2005 for fiscal year 2007.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date, which termination date shall not be before the anniversary date as set forth in the preceding paragraph.

THIS AGREEMENT is executed as of July 1, 2004, to become effective as of the day and year first above written, by duly authorized representatives of the parties.

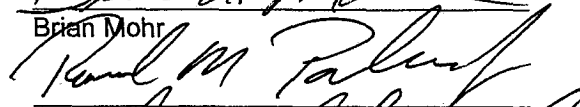
DAVENPORT ASSOCIATION OF  
PROFESSIONAL FIREFIGHTERS  
LOCAL #17 OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
AFL-CIO, CLC

CITY OF DAVENPORT

BY:

  
Jason Roth, President

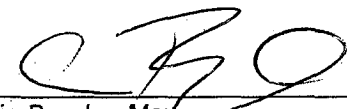
  
Brian Mohr

  
Ray Palczynski

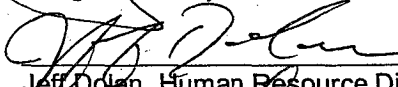
  
Sean Terrell

  
Larry Dickey

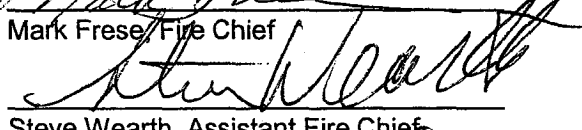
BY:


  
Charlie Brooke, Mayor

  
Craig Malin, City Administrator

  
Jeff Dolan, Human Resource Director

  
Mark Frese, Fire Chief

  
Steve Wearth, Assistant Fire Chief

  
Jim Bickford, District Fire Chief

SALARY SCHEDULE V  
FIRE BARGAINING UNIT PERSONNEL REPRESENTED BY  
THE DAVENPORT ASSOCIATION OF PROFESSIONAL FIREFIGHTERS  
EFFECTIVE July 01, 2004

CODE	GR	TITLE	ENTRY STEP #1	1 YEARS STEP #2	2 YEARS STEP #3	3 YEARS STEP #4	4 YEARS STEP #5	5 YEARS STEP #6	6 YEARS STEP #7	7 YEARS STEP #8	8 YEARS STEP #9	9 YEARS STEP #10	10 YEARS STEP #11	11 YEARS STEP #12	12 YEARS STEP #13
3211		FIREFIGHTER													
			37626	39879	40877	41899	42947	44003	44567	45125	45692	46261	46842	47425	48022
		HRLY RATE	13.613	14.428	14.789	15.159	15.538	15.920	16.124	16.326	16.531	16.737	16.947	17.158	17.374
		O/T RATE	18.089	19.173	19.652	20.144	20.648	21.155	21.426	21.695	21.967	22.241	22.520	22.800	23.088
3212		FIREFIGHTER/ENGINEER													
						44199	45305	46438	47018	47613	48207	48807	49415	50034	50661
		HRLY RATE				15.991	16.391	16.801	17.011	17.226	17.441	17.658	17.878	18.102	18.329
		O/T RATE				21.250	21.781	22.326	22.605	22.891	23.176	23.465	23.757	24.055	24.356
3214		FIRE LIEUTENANT													
							47801	48995	49606	50227	50852	51493	52140	52787	53447
		HRLY RATE					17.294	17.726	17.947	18.172	18.398	18.630	18.864	19.098	19.337
		O/T RATE					22.981	23.555	23.849	24.148	24.448	24.756	25.067	25.378	25.696
3221		FIRE CAPTAIN													
								51690	52336	52989	53655	54326	54998	55686	56386
		HRLY RATE						18.701	18.935	19.171	19.412	19.655	19.898	20.147	20.400
		O/T RATE						24.851	25.162	25.475	25.796	26.118	26.441	26.772	27.109

\* HRLY RATE - BASED ON 2764 HOURS

\* O/T RATE - BASED ON 2080 HOURS

\* FISCAL YEAR 2005

FIRE BARGAINING UNIT PERSONNEL REPRESENTED BY  
THE DAVENPORT ASSOCIATION OF PROFESSIONAL FIREFIGHTERS  
EFFECTIVE July 01, 2004

CODE	GR	TITLE	14 YEARS STEP #15	15 YEARS STEP #16	16 YEARS STEP #17	17 YEARS STEP #18	18 YEARS STEP #19	19 YEARS STEP #20	20 YEARS STEP #21	21 YEARS STEP #22	22 YEARS STEP #23	23 YEARS STEP #24	24 YEARS STEP #25	25 YEARS STEP #26
3211		FIREFIGHTER												
			48984	49473	49965	50465	50974	51482	51999	52253	52522	52779	53049	53312
		HRLY RATE	17.722	17.899	18.077	18.258	18.442	18.626	18.813	18.905	19.002	19.095	19.193	19.288
		O/T RATE	23.550	23.785	24.022	24.262	24.507	24.751	25.000	25.122	25.251	25.375	25.504	25.631
3212		FIREFIGHTER/ENGINEER												
			51676	52195	52715	53246	53776	54315	54857	55128	55404	55684	55965	56239
		HRLY RATE	18.696	18.884	19.072	19.264	19.456	19.651	19.847	19.945	20.045	20.146	20.248	20.347
		O/T RATE	24.844	25.094	25.344	25.599	25.854	26.113	26.374	26.504	26.637	26.771	26.906	27.038
3214		FIRE LIEUTENANT												
			54517	55067	55617	56176	56728	57298	57867	58163	58453	58746	59045	59340
		HRLY RATE	19.724	19.923	20.122	20.324	20.524	20.730	20.936	21.043	21.148	21.254	21.362	21.469
		O/T RATE	26.210	26.475	26.739	27.008	27.273	27.547	27.821	27.963	28.102	28.243	28.387	28.529
3221		FIRE CAPTAIN												
			57519	58091	58671	59260	59852	60457	61057	61364	61668	61974	62287	62602
		HRLY RATE	20.810	21.017	21.227	21.440	21.654	21.873	22.090	22.201	22.311	22.422	22.535	22.649
		O/T RATE	27.653	27.928	28.207	28.490	28.775	29.066	29.354	29.502	29.648	29.795	29.946	30.097

\* HRLY RATE - BASED ON 2764 HOURS

\* O/T RATE - BASED ON 2080 HOURS

\* FISCAL YEAR 2005

SALARY SCHEDULE V  
FIRE BARGAINING UNIT PERSONNEL REPRESENTED BY  
THE DAVENPORT ASSOCIATION OF PROFESSIONAL FIREFIGHTERS  
EFFECTIVE July 01, 2005

CODE	GR	TITLE	ENTRY STEP #1	1 YEARS STEP #2	2 YEARS STEP #3	3 YEARS STEP #4	4 YEARS STEP #5	5 YEARS STEP #6	6 YEARS STEP #7	7 YEARS STEP #8	8 YEARS STEP #9	9 YEARS STEP #10	10 YEARS STEP #11	11 YEARS STEP #12	12 YEARS STEP #13	13 Y STEP
3211		FIREFIGHTER														
			38754	41076	42104	43157	44235	45324	45905	46479	47063	47649	48246	48848	49462	49
		HRLY RATE	14.021	14.861	15.233	15.614	16.004	16.398	16.608	16.816	17.027	17.239	17.455	17.673	17.895	18.
		O/T RATE	18.632	19.748	20.242	20.749	21.267	21.790	22.070	22.346	22.626	22.908	23.195	23.485	23.780	24.
3212		FIREFIGHTER/ENGINEER														
						45526	46665	47831	48428	49042	49652	50272	50896	51535	52182	52
		HRLY RATE				16.471	16.883	17.305	17.521	17.743	17.964	18.188	18.414	18.645	18.879	19.
		O/T RATE				21.888	22.435	22.996	23.283	23.578	23.871	24.169	24.469	24.776	25.088	25.
3214		FIRE LIEUTENANT														
							49235	50465	51093	51734	52378	53038	53705	54371	55051	55
		HRLY RATE					17.813	18.258	18.485	18.717	18.950	19.189	19.430	19.671	19.917	20.
		O/T RATE					23.671	24.262	24.564	24.872	25.182	25.499	25.820	26.140	26.467	26.
3221		FIRE CAPTAIN														
								53240	53906	54578	55263	55957	56648	57356	58077	58
		HRLY RATE						19.262	19.503	19.746	19.994	20.245	20.495	20.751	21.012	21.
		O/T RATE						25.596	25.916	26.239	26.569	26.902	27.235	27.575	27.922	28.

\* HRLY RATE - BASED ON 2764 HOURS

\* O/T RATE - BASED ON 2080 HOURS

\* FISCAL YEAR 2006

FIRE BARGAINING UNIT PERSONNEL REPRESENTED BY  
THE DAVENPORT ASSOCIATION OF PROFESSIONAL FIREFIGHTERS  
EFFECTIVE July 01, 2005

CODE	GR	TITLE	14 YEARS STEP #15	15 YEARS STEP #16	16 YEARS STEP #17	17 YEARS STEP #18	18 YEARS STEP #19	19 YEARS STEP #20	20 YEARS STEP #21	21 YEARS STEP #22	22 YEARS STEP #23	23 YEARS STEP #24	24 YEARS STEP #25	25 YEARS STEP #26
3211		FIREFIGHTER												
			50454	50957	51463	51980	52502	53027	53558	53821	54097	54362	54642	54912
		HRLY RATE	18.254	18.436	18.619	18.806	18.995	19.185	19.377	19.472	19.572	19.668	19.769	19.867
		O/T RATE	24.257	24.499	24.742	24.990	25.241	25.494	25.749	25.875	26.008	26.136	26.270	26.400
3212		FIREFIGHTER/ENGINEER												
			53226	53763	54296	54843	55391	55946	56502	56781	57066	57353	57643	57925
		HRLY RATE	19.257	19.451	19.644	19.842	20.040	20.241	20.442	20.543	20.646	20.750	20.855	20.957
		O/T RATE	25.589	25.848	26.104	26.367	26.630	26.897	27.164	27.299	27.436	27.574	27.713	27.849
3214		FIRE LIEUTENANT												
			56153	56720	57287	57862	58431	59017	59603	59907	60205	60509	60816	61120
		HRLY RATE	20.316	20.521	20.726	20.934	21.140	21.352	21.564	21.674	21.782	21.892	22.003	22.113
		O/T RATE	26.997	27.269	27.542	27.818	28.092	28.374	28.655	28.801	28.945	29.091	29.238	29.385
3221		FIRE CAPTAIN												
			59244	59835	60432	61037	61648	62270	62889	63204	63517	63835	64155	64479
		HRLY RATE	21.434	21.648	21.864	22.083	22.304	22.529	22.753	22.867	22.980	23.095	23.211	23.328
		O/T RATE	28.483	28.767	29.054	29.345	29.638	29.938	30.235	30.387	30.537	30.690	30.844	31.000

\* HRLY RATE - BASED ON 2764 HOURS

\* O/T RATE - BASED ON 2080 HOURS

\* FISCAL YEAR 2006

SALARY SCHEDULE V  
FIRE BARGAINING UNIT PERSONNEL REPRESENTED BY  
THE DAVENPORT ASSOCIATION OF PROFESSIONAL FIREFIGHTERS  
EFFECTIVE July 01, 2006

CODE	GR	TITLE	ENTRY STEP #1	1 YEARS STEP #2	2 YEARS STEP #3	3 YEARS STEP #4	4 YEARS STEP #5	5 YEARS STEP #6	6 YEARS STEP #7	7 YEARS STEP #8	8 YEARS STEP #9	9 YEARS STEP #10	10 YEARS STEP #11	11 YEARS STEP #12	12 YEARS STEP #13	13 YEARS STEP #14
3211		FIREFIGHTER	39918	42309	43367	44451	45562	46684	47281	47872	48475	49078	49694	50313	50946	51579
		HRLY RATE	14.442	15.307	15.690	16.082	16.484	16.890	17.106	17.320	17.538	17.756	17.979	18.203	18.432	18.661
		O/T RATE	19.191	20.341	20.850	21.371	21.905	22.444	22.731	23.015	23.305	23.595	23.891	24.189	24.493	24.797
3212		FIREFIGHTER/ENGINEER				46891	48063	49266	49882	50512	51142	51781	52422	53080	53746	54412
		HRLY RATE				16.965	17.389	17.824	18.047	18.275	18.503	18.734	18.966	19.204	19.445	19.683
		O/T RATE				22.544	23.107	23.686	23.982	24.285	24.588	24.895	25.203	25.519	25.839	26.157
3214		FIRE LIEUTENANT					50711	51980	52627	53287	53951	54630	55316	56001	56703	57412
		HRLY RATE					18.347	18.806	19.040	19.279	19.519	19.765	20.013	20.261	20.515	20.769
		O/T RATE					24.380	24.990	25.301	25.619	25.938	26.264	26.594	26.924	27.261	27.597
3221		FIRE CAPTAIN						54838	55523	56214	56922	57635	58348	59078	59818	60567
		HRLY RATE						19.840	20.088	20.338	20.594	20.852	21.110	21.374	21.642	21.911
		O/T RATE						26.364	26.694	27.026	27.366	27.709	28.052	28.403	28.759	29.111

\* HRLY RATE - BASED ON 2764 HOURS

\* O/T RATE - BASED ON 2080 HOURS

\* FISCAL YEAR 2007

FIRE BARGAINING UNIT PERSONNEL REPRESENTED BY  
THE DAVENPORT ASSOCIATION OF PROFESSIONAL FIREFIGHTERS  
EFFECTIVE July 01, 2006

CODE	GR	TITLE	14 YEARS STEP #15	15 YEARS STEP #16	16 YEARS STEP #17	17 YEARS STEP #18	18 YEARS STEP #19	19 YEARS STEP #20	20 YEARS STEP #21	21 YEARS STEP #22	22 YEARS STEP #23	23 YEARS STEP #24	24 YEARS STEP #25	25 YEARS STEP #26
3211		FIREFIGHTER												
			51969	52486	53008	53539	54078	54619	55164	55435	55719	55993	56281	56560
		HRLY RATE	18.802	18.989	19.178	19.370	19.565	19.761	19.958	20.056	20.159	20.258	20.362	20.463
		O/T RATE	24.985	25.234	25.485	25.740	25.999	26.259	26.521	26.651	26.788	26.920	27.058	27.192
3212		FIREFIGHTER/ENGINEER												
			54824	55377	55924	56488	57052	57624	58196	58483	58776	59075	59373	59664
		HRLY RATE	19.835	20.035	20.233	20.437	20.641	20.848	21.055	21.159	21.265	21.373	21.481	21.586
		O/T RATE	26.358	26.624	26.887	27.158	27.429	27.704	27.979	28.117	28.258	28.401	28.545	28.685
3214		FIRE LIEUTENANT												
			57837	58423	59006	59597	60183	60789	61391	61704	62010	62325	62641	62953
		HRLY RATE	20.925	21.137	21.348	21.562	21.774	21.993	22.211	22.324	22.435	22.549	22.663	22.776
		O/T RATE	27.806	28.088	28.368	28.652	28.934	29.225	29.515	29.665	29.813	29.964	30.116	30.266
3221		FIRE CAPTAIN												
			61021	61629	62245	62867	63497	64139	64777	65100	65421	65750	66079	66413
		HRLY RATE	22.077	22.297	22.520	22.745	22.973	23.205	23.436	23.553	23.669	23.788	23.907	24.028
		O/T RATE	29.337	29.629	29.925	30.225	30.527	30.836	31.143	31.298	31.452	31.611	31.769	31.929

\* HRLY RATE - BASED ON 2764 HOURS

\* O/T RATE - BASED ON 2080 HOURS

\* FISCAL YEAR 2007

## APPENDIX B

### AUTHORIZATION FOR CHECKOFF OF UNION DUES AND ASSESSMENTS

I hereby authorize the City of Davenport ("the City") to deduct from my pay the Union dues, and such assessments as may be made from time to time, of the Davenport Association of Professional Firefighters, Local No. 17 of the CLC ("the Union"), and remit said amounts to the Secretary-Treasurer of the Union.

I understand that this authorization is revocable upon thirty (30) days written notice to the City Clerk and to the Secretary-Treasurer of the Union, or upon termination of the current collective bargaining agreement between the City and the Union, whichever comes sooner.

\_\_\_\_\_  
Name Of Employee

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

### PROBATIONARY EMPLOYEES ONLY

I understand that, during my probationary period with the Davenport Fire Department, the provisions of the collective bargaining agreement between the City and the Union dealing with seniority and the protection of seniority do not apply to me.

\_\_\_\_\_  
Signature of Probationary Employee

## APPENDIX "C"

### MEMORANDUM OF AGREEMENT

#### Hourly Equivalent Rates

For purposes of computing an "hourly equivalent rate" of the annual salary for shift employees working under the Agreement between the City of Davenport and the Davenport Association of Professional Firefighters, the average year will consist of 2,764 hours in all years except leap year. In leap year, the average annual hours in the fiscal year containing the extra day will be 2,772.

Actual pay for each shift employee during each fiscal year will be computed by the employee's annual salary divided by 2,764 (or 2,772 in leap year) hours, to arrive at an "hourly equivalent rate". Each shift employee shall then be paid in 25 equal biweekly checks, computed by multiplying the employee's "hourly equivalent rate" by 106 hours, and one final biweekly check computed by multiplying the employee's "hourly equivalent rate" by 114 hours (or 122 hours in leap year), with appropriate deductions for annual leave and absence hours and appropriate credit for actual overtime hours.

C I T Y O F D A V E N P O R T

ADMINISTRATIVE POLICY

No. 5.4

SUBJECT: LEAVE OF ABSENCE

DATE: MAY 1996

GENERAL POLICY:

On occasion, circumstances may arise which necessitate an employee's request for a leave of absence from work. Taking departmental staffing needs into consideration, it is the policy of the City of Davenport to make every effort to comply with leaves of absence which are based on good and sufficient reasons.

SCOPE:

All full-time, permanent, City employees.

PROVISIONS:

1. An employee seeking a leave of absence must submit a detailed request to his/her department head 30 days prior to the commencement of the leave. If appropriate, the employee must complete the FMLA Leave of Absence Requests, available in the Human Resources Department.
2. The City Administrator may at his/her discretion grant a leave of absence for good and sufficient reason, setting the terms and conditions of the leave, including whether or not the leave is to be paid. Each request for leave will be decided on its own merits.
3. Military leaves of absence will be granted in compliance with federal and state laws.
4. Leaves of absence will not be granted to seek employment elsewhere or to engage in employment other than for the City of Davenport.
5. Leaves of absence for candidacy and public service will be granted in accordance with Iowa Code Chapter 55.
6. Upon return from a leave of absence not to exceed 12 weeks (24 months for personal illness) an employee will be returned to their original or an equivalent position unless their position would have otherwise been affected if they were actively at work.

ISSUED BY: Daryl A. Moore, Director of Human Resources

APPROVED BY: Cowles Mallory, City Administrator, Page 1 of 1

C I T Y   O F   D A V E N P O R T

ADMINISTRATIVE POLICY

No. 5.4

SUBJECT: LEAVE OF ABSENCE

DATE: MAY 1996

7. An employee's failure to return to work on the date specified as the end of a leave of absence may result in the employee's termination.
8. Employees on leave without pay from the City shall not accrue vacation or sick leave hours during any pay period in which leave without pay results in less than 40 hours of compensable time.
9. If leave without pay is the result of documented physical or other incapacitation to perform duties, the City will continue to pay its share of the health insurance benefits provided to the employee until such time as a final resolution of the employee's incapacitation to work is made, but not to exceed 24 month from the employee's last day of work.
10. If the leave without pay is at the request of the employee for reasons other than incapacitation to perform duties or FMLA leave of absence, the City's contribution to health insurance benefits will terminate after thirty (30) days. The employee will have the option of remaining on the City plan at his/her own expense during the leave of absence for a period not to exceed 18 month.s

ISSUED BY: Daryl A. Moore, Director of Human Resources

APPROVED BY: Cowles Mallory, City Administrator, Page 2 of 2

C I T Y   O F   D A V E N P O R T

ADMINISTRATIVE POLICY

No. 2.4

SUBJECT: EDUCATIONAL ASSISTANCE

DATE: JULY 1996

GENERAL POLICY:

The City of Davenport recognizes that education is a continuing process and that additional professional training can result in improved performance by its employees. Therefore, the City will provide financial assistance to employees who successfully complete approved college credit coursework as a means of preparing for increased responsibility within the City of Davenport.

SCOPE:

All permanent, full-time, non-bargaining employees.

PROVISIONS:

Approved Courses

1. To qualify for reimbursement, courses of study must bear a direct relationship to the general field of business activity in which the employee is engaged or is likely to become engaged in the future. If the employee wishes to earn a degree, and provided the major field of study bears the aforementioned relationship, any course which is a prerequisite to that degree may also qualify.
2. Approved courses may include correspondence courses as well as those requiring class attendance, but must be offered by a recognized school.
3. The employee must obtain approval from his/her Department Head and the Director of Personnel in advance of enrollment.

Reimbursement

1. Reimbursable expenses include tuition and other fees specifically charged by the school for the approved course, plus the cost of required books, up to a total maximum per calendar year of \$850 for courses leading to an undergraduate degree or \$1150 for courses leading to a post-graduate degree.

ISSUED BY: Daryl A. Moore, Director of Human Resources

APPROVED BY: Cowles Mallory, City Administrator

Page 1 of 2

ADMINISTRATIVE POLICY

No. 2.4

SUBJECT: EDUCATIONAL ASSISTANCE

DATE: JULY 1996

Management employees of the Police Department are eligible for a total maximum per calendar year of \$1100.

2. Courses will be credited to the calendar year containing the last day of class.
3. Reimbursement will be made after the employee submits certification that the course has been completed with a passing grade.
4. If an employee is eligible to receive State or Federal assistance or other scholarship or grant, reimbursement through this policy will supplement such assistance up to the annual maximums. In no case will the combined total received from the City and another source of funding exceed the actual expenses incurred.

Termination of Employment

1. An employee who voluntarily terminates prior to three years from the date of course completion shall be required to reimburse the City for tuition reimbursement received on a prorated basis. The employee must reimburse 33 1/2% of the tuition paid on his/her behalf for each portion of the 3 12-month periods between the date of course completion and the termination date.

ISSUED BY: Daryl A. Moore, Director of Human Resources

APPROVED BY: Cowles Mallory, City Administrator

Page 2 of 2

## APPENDIX F

### STATEMENT OF WAIVER AND ELECTION

It is agreed that the grievance and arbitration provisions of Article V and Civil Service appeals procedures are mutually exclusive and that no relief shall be available under Article V to any employee who elects to pursue his remedies under Chapter 400 of the Iowa Code. Therefore, to the extent permitted by law, the undersigned hereby elects to process the attached grievance in accordance with the contractual grievance/arbitration procedure and expressly waives any right to pursue any remedy, which may be provided under Chapter 400 of the Iowa Code.

By: \_\_\_\_\_  
Employee - Grievant

By: \_\_\_\_\_  
Unit Representative

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## APPENDIX "G"

### SIDE LETTER OF AGREEMENT

This will summarize our discussions of the details of the conversion of bargaining unit personnel from a regularly scheduled 56-hour work week to a forty-hour work week for the newly created assignment of Lt. Fire Marshall for the Fire Lieutenant classification. This is an assignment within the current classification of Fire Lieutenant. There will not be a separate salary range established nor will there be a separate Civil Service certification list. Selection of the employees for these positions will be at the discretion of Fire Management. Employees assigned to these positions may be afforded the opportunity to attain both certifications for arson investigation after one year at the employees' request. Employees will not be required to obtain and retain certifications to remain in this assignment but will be expected to commit to this assignment for a minimum of two years, except for promotions.

#### **PAY**

Compensation will be at the 40 hour rate for the Fire Lieutenant Position.

#### **SICK LEAVE**

Sick leave will be converted from a 56 hour calculation to a 40 hour calculation. Accrual during the 40 hour assignment will be at the 40 hour rate. If employees later return to a 56 hour schedule, their accrued sick leave will again be converted to a 56 hour calculation.

#### **VACATION**

Vacation will be accrued at a 40 hour rate in accordance with the vacation schedule in the labor agreement.

#### **HOLIDAYS**

Employees will receive all holidays designated in the labor agreement plus a floater (in lieu of Easter that always falls on a Sunday). They will also be given the holiday observing Martin Luther King, Jr. during the month of January.

#### **OVERTIME OPPORTUNITIES**

In the case of time actually worked in excess of the normal duty day, employees shall be paid overtime at the rate of one and one-half (1-1/2) times the 40 hour rate of pay. These Lieutenants will be listed on the Hire Back List of their last assigned shift roster if they so desire, but will be offered opportunities to work shift overtime only on Saturdays, Sundays, and holidays.

#### **INCENTIVES**

All incentives as provided in labor agreement. Employees will also be paid at a rate of 5% higher than that shown in Appendix A-1 for their rank and longevity.

#### **OTHER ALLOWANCES**

Same clothing and food allowance as provided in labor agreement.

#### **CALL-IN PROVISIONS**

Maintain 3 hour call-in provisions provided in labor agreement. If called in on a holiday, employees would receive holiday pay plus overtime.

**KELLY DAYS**

No Kelly Day eligibility. Employees will be given the opportunity to take any compensatory obligations as time off or pay in lieu of time off.

**WORKDAY**

Forty hours per week, 8 hours per day (anywhere within 7 a.m. and 6 p.m. as assigned), Monday through Friday.

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For the City

\_\_\_\_\_  
For the Union

## APPENDIX I

### **Summary of Insurance Benefit** \$1,000,000 Major Medical Coverage

#### **Deductible Amount**

##### **Active Employees (calendar year)**

Individual Deductible	\$ 150
Family Deductible	\$ 300
Common Accident	\$ 150

The Plan's calendar year deductible is waived for certain basic medical services provided.

#### **Directed Preferred Provider Organization (PPO)**

Advantage Health Plan (CHA)

Inside PPO 90/10, outside of the PPO 70/30

#### **Benefit Percentage**

##### **Active Employees (calendar year)**

After eligible expenses reach the applicable deductible amount specified above, this Plan pays 90% of eligible major medical expenses until the out-of-pocket maximum is met, and 100% thereafter, to the maximum benefit while covered under the Plan.

#### **Out-of-Pocket Maximum (calendar year; includes deductible)**

Individual	\$ 500
Family	\$ 1000

#### **Maximum Benefit While Covered Under This Plan**

\$1,000,000 of eligible expenses per covered person (\$50,000 for Alcoholism/Substance Abuse combined-some limitations apply)

#### **Mental/Nervous Disorders/Alcoholism/Substance Abuse**

Inpatient – Eligible expenses, limited to 30-day calendar year maximum

Outpatient – Eligible expenses for Alcoholism/Substance Abuse limited to \$4,000 calendar year maximum

#### **Pre-Admission Certification Program**

This Plan is subject to a pre-admission certification program.

#### **Benefit Period**

Calendar year

## HIGHLIGHTS OF ELIGIBLE EXPENSES

Payment of benefits under this Plan is restricted to reasonable and customary charges for items designated in this Plan as an "eligible expense," provided the eligible expense is medically necessary, incurred for the treatment of illness or accidental bodily injury, and is not excluded by the terms of this Plan. The following is a brief summary highlighting eligible expenses. See the Plan Document for general definitions, a comprehensive description of eligible expenses, a comprehensive description of general limitations, and general provisions that may affect eligible expenses. Copies of the Plan Document are available upon request to the Plan Administrator.

Eligible Expenses	Plan Pays	Limitations
Ambulance Benefits	90%*	
Ambulatory/Outpatient Surgery Care	90%*	
Anesthesia	90%*	
Birthing Center	90%*	
Emergency Room	90%*	In an emergency room or physician's Office. Care for illness or injury must be within 72 hours of occurrence or onset.
Home Health Care Services	90%*	Three visits equal one inpatient hospital day
Hospice Care Benefits	90%*	
Hospital Benefits Inpatient with pre-admission Certification	90%*	Limited to 365 days
Without pre-admission Certification	65%*	Not to exceed \$500, then paid at option's usual percentage
In-Hospital Physician Visits	90%*	One visit per specialty per day.
Mental/Nervous/Drug Abuse/Alcoholism Inpatient	90%*	Up to 30 days per calendar year.
Skilled Nursing Facility	90%*	
Organ Transplant Benefits	90%*	
Outpatient Diagnostic X-ray And Lab Benefits	90%*	

## HIGHLIGHTS OF ELIGIBLE EXPENSES CONT'D.

Pre-Admission Testing	90%*	
Radiation/Chemotherapy, Cobalt X-ray	90%*	
Surgery		
Inpatient	90%*	
Outpatient	90%*	
Mandatory outpatient done Inpatient absent risk factors	65%*	Not to exceed \$500, then paid at Options's usual percentage
Durable Medical Equipment	90%	
Chiropractic Care	90%	Outpatient only. Maximum \$1,000 per Calendar year.
Mental/Nervous/Drug Abuse/ Alcoholism Outpatient	90%	Drug Abuse/Alcoholism limited to \$4,000 paid per calendar year.
Physical, Occupational and Speech Therapy	90%	
Physician Office Calls and Clinic Visits	90%	
Routine Physical Examinations	90%	
Temporomandibular Joint Dysfunction (TMJ)	90%	
Well-Child Care/Immunizations	90%	Deductible waived to age 7.

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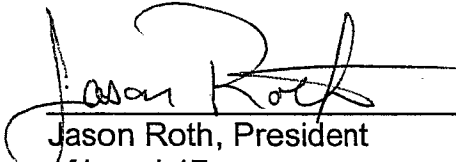
\* Plan's calendar year deductible is waived

## Appendix J

### Side Letter of Agreement

1. The parties agree that it is their mutual interests to seek health insurance costs control and shall implement the following on controlling health care costs.
  - a. In addition to meetings stated in Section 17.1(g) of the contract, the parties shall meet a minimum of bi-monthly at least 6 times per fiscal year, during the course of this agreement.
  - b. The meetings shall be for the purpose of containing future health care costs and shall include but not limited to discussions pertaining to plan design changes, employee premiums and third party administration operation of the health care plan.

Dated this 29 day of <sup>April</sup>~~March~~, 2004.

  
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Jason Roth, President  
of Local 17

  
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Jeff Dolan  
Human Resources Director